

Attachment 3
Network Interconnection

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NETWORK INTERCONNECTION

1. GENERAL

1.1.1 ~~Parties Disagree~~

~~Level 3 Version~~ The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (Local Traffic), Section 251 (b) (5) ISP-bound Traffic, and exchange access (Switched Access Traffic) on the following terms:

~~BellSouth Version~~ The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (Local Traffic), ISP-bound Traffic, and exchange access (Switched Access Traffic) on the following terms:

2. DEFINITIONS: (FOR THE PURPOSE OF THIS ATTACHMENT)

2.1 For purposes of this attachment only, the following terms shall have the definitions set forth below:

2.1.1 **Call Termination** has the meaning set forth for "termination" in 47CFR § 51.701(d).

2.1.2 **Call Transport** has the meaning set forth for "transport" in 47 CFR § 51.701(c).

2.1.3 **Call Transport and Termination** is used collectively to mean the switching and transport functions from the Interconnection Point to the last point of switching.

2.1.4 **Common (Shared) Transport** is defined as the transport of the originating Party's traffic by the terminating Party over the terminating Party's common (shared) facilities between (1) the terminating Party's tandem switch and end office switch, (2) between the terminating Party's tandem switches, and/or (3) between the terminating Party's host and remote end office switches. All switches referred herein must be entered into the Local Exchange Routing Guide (LERG).

2.1.5 **Dedicated Interoffice Facility** is defined as a switch transport facility between a Party's Serving Wire Center and the first point of switching within the LATA on the other Party's network

2.1.6 **End Office Switching** is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.

2.1.7 **Fiber Meet** is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface at which one Party's

facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends.

2.1.8 **Final Trunk Group** is defined as the trunk group that does not carry overflow traffic.

2.1.9 **Interconnection Point (IP)** is the physical telecommunications equipment interface that interconnects the networks of BellSouth and Level 3.

2.1.10 **ISP-bound Traffic** is as defined in Section 7 of this Attachment.

2.1.11 **Local Channel** is defined as a switched transport facility between a Party's Interconnection Point and the IP's Serving Wire Center, where the IP is not located within the IP's Serving Wire Center.

2.1.12 **Local Traffic** is as defined in Section 7 of this Attachment.

2.1.13 **BellSouth Trunk Group (also known as a "Reciprocal Trunk Group")** is defined as a one-way trunk group carrying BellSouth originated traffic to be terminated by Level 3.

2.1.14 **Serving Wire Center** is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its IP.

2.1.15 **Tandem Switching** is defined as the function that establishes a communications path between two switching offices through a third switching office through the provision of trunk side to trunk side switching.

2.1.16 **Transit Traffic** is traffic originating on one Party's network that is switched and/or transported by the other Party and delivered to a third party's network, or traffic originating on a third party's network that is switched and/or transported by one Party and delivered to the other Party's network.

2.1.17 **Parties Disagree**

Level 3 Version **Interconnecting Trunk Groups** are Local Channels, Dedicated Interoffice Facilities, BellSouth Trunk Groups, Final Trunk Groups, Direct End Office-to End Office Trunk Groups, and Fiber Meets and the trunks provisioned on these facilities and in these groups.

BellSouth Version No provision

2.1.18 **Parties Disagree**

Level 3 Version **Rate Center** is the geographic service associated by BellSouth with a specific rating point assigned to one or more NPA-NXX codes.

BellSouth Version No provision

2.1.19

Parties Disagree

Level 3 Version **Section 251(b)(5) Traffic** is any telecommunications or enhanced services traffic that is not Telephone Toll Traffic or Exchange Access Traffic. **Section 251 (b)(5) Traffic** is subject to the FCC's jurisdiction for purposes of intercarrier compensation.

BellSouth Version No provision

3. NETWORK INTERCONNECTION

3.1 This Attachment pertains only to the provision of network interconnection where Level 3 owns, leases from a third party or otherwise provides its own switch(es).

3.2 Network interconnection may be provided by the Parties at any technically feasible point within BellSouth's network. Requests to BellSouth for interconnection at points other than as set forth in this Attachment may be made through the Bona Fide Request/New Business Request (BFR/NBR) process set out in this Agreement.

3.2.1

Parties Disagree

Level 3 Version Except as provided in Section 3.2.2 following, Level 3 shall be required to establish only one IP in each LATA. Each Party is responsible for providing, engineering and maintaining the network on its side of the IP. The IP must be located within BellSouth's serving territory in the LATA in which traffic is originating. The IP determines the point at which the originating Party shall pay the terminating Party for the Call Transport and Termination of Local Traffic, **Section 251(b)(5) Traffic**, ISP-bound Traffic and IntraLATA Toll Traffic. Except as set forth in the preceding sentence with respect to terminating compensation applicable (if any), each Party is fully financially responsible from a financial perspective for the network on its side of the IP, including the responsibility to transport its originating traffic to the IP.

BellSouth Version Except as provided in Section 3.2.2 following, Level 3 shall be required to establish only one IP in each LATA. Each Party is responsible for providing, engineering and maintaining the network on its side of the IP. The IP must be located within BellSouth's serving territory in the LATA in which traffic is originating. The IP determines the point at which the originating Party shall pay the terminating Party for the Call Transport and Termination of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic. Except as set forth in the preceding sentence with respect to terminating compensation applicable (if any), each Party is fully financially responsible from a financial perspective for the

network on its side of the IP, including the responsibility to transport its originating traffic to the IP.

3.2.2

Parties Disagree

Level 3 Version Pursuant to the provisions of this Attachment, the location of the initial IP in a given LATA shall be established by mutual agreement of the Parties. Furthermore, any IPs existing prior to the Effective Date of the Agreement will be accepted as initial IPs and will not require re-grooming. When the Parties mutually agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-bound Traffic, **Section 251(b)(5) Traffic**, and IntraLATA Toll Traffic between each other, the Parties shall mutually agree to the location of the single IP(s). If the Parties are unable to agree to a mutual initial IP, each Party, as originating Party, shall establish a single IP (and no more than one IP) in the LATA for the delivery of its originated Local Traffic, **Section 251(b)(5)**, ISP-bound Traffic and IntraLATA Toll Traffic to the other Party for Call Transport and Termination by the terminating Party.

BellSouth Version Pursuant to the provisions of this Attachment, the location of the initial IP in a given LATA shall be established by mutual agreement of the Parties. Furthermore, any IPs existing prior to the Effective Date of the Agreement will be accepted as initial IPs and will not require re-grooming. When the Parties mutually agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-bound Traffic, and IntraLATA Toll Traffic between each other, the Parties shall mutually agree to the location of the single IP(s). If the Parties are unable to agree to a mutual initial IP, each Party, as originating Party, shall establish a single IP (and no more than one IP) in the LATA for the delivery of its originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to the other Party for Call Transport and Termination by the terminating Party.

3.3 **Interconnection via Dedicated Facilities**

3.3.1

Parties Disagree

Level 3 Version **Local Channel Facilities.** As part of Call Transport and Termination, the originating Party may obtain Local Channel facilities from the terminating Party to transport the originating Party's traffic. The percentage of Local Channel facilities utilized for Local Traffic, **Section 251(b)(5) Traffic**, and ISP-Bound Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor on a statewide basis. The charges applied to the percentage of Local Channel facilities used for the originating Party's Local

Traffic, **Section 251(b)(5)**, and ISP-Bound Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of Local Channel facilities used for the originating Party's traffic shall be billed at each Party's applicable access tariff rates, as filed and effective with the FCC or Commission.

[BellSouth Version] Local Channel Facilities. As part of Call Transport and Termination, the originating Party may obtain Local Channel facilities from the terminating Party to transport the originating Party's traffic. The percentage of Local Channel facilities utilized for Local Traffic and ISP-Bound Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor on a statewide basis. The charges applied to the percentage of Local Channel facilities used for the originating Party's Local Traffic and ISP-Bound Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of Local Channel facilities used for the originating Party's traffic shall be billed at each Party's applicable access tariff rates, as filed and effective with the FCC or Commission.

3.3.2

[Parties Disagree]

[Level 3 Version] Dedicated Interoffice Facilities. As a part of Call Transport and Termination, the originating Party may obtain Dedicated Interoffice Facilities from the terminating Party to transport the originating Party's originating traffic. The percentage of Dedicated Interoffice Facilities utilized for Local Traffic, **Section 251(b)(5) Traffic**, and ISP-Bound Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor on a statewide basis. The charges applied to the percentage of the Dedicated Interoffice Facilities used for the originating Party's Local Traffic, **Section 251(b)(5) Traffic**, and ISP-Bound Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of the Dedicated Interoffice Facilities used for the originating Party's traffic shall be billed at each Party's applicable access tariff rates.

[BellSouth Version] Dedicated Interoffice Facilities. As a part of Call Transport and Termination, the originating Party may obtain Dedicated Interoffice Facilities from the terminating Party to transport the originating Party's originating traffic. The percentage of Dedicated Interoffice Facilities utilized for Local Traffic and ISP-Bound Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor on a statewide basis. The charges applied to the percentage of the Dedicated Interoffice Facilities used for the originating Party's Local Traffic and ISP-Bound Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of the Dedicated Interoffice Facilities used for the originating Party's traffic shall be billed at each Party's applicable access tariff rates.

3.3.3

Parties Disagree

Level 3 Version The facilities purchased pursuant to this Section 3 shall be ordered via the Access Service Request (ASR) process. The terms, conditions and rates for ordering charges applicable to the ordering Party (e.g expedite, cancellation, and order modification charges) are as set forth in the TELRIC cost-based rates in Exhibit A attached to this petition.).

BellSouth Version The facilities purchased pursuant to this Section 3 shall be ordered via the Access Service Request (ASR) process. The terms, conditions and rates for ordering charges applicable to the ordering party (e.g., expedite, cancellation, and order modification charges) are as set forth in the providing party's access services tariff as filed and effective with the FCC or Commission.

3.4

Fiber Meet

3.4.1

Parties Disagree

Level 3 Version Notwithstanding Section 3.2.1, 3.2.2, and 3.2.3 above, if Level 3 elects to establish interconnection with BellSouth pursuant to a Fiber Meet Local Channel, Level 3 and BellSouth shall jointly engineer, operate and maintain a Synchronous Optical Network (SONET) transmission system by which they shall interconnect their transmission and routing of **Section 251(b)(5) Traffic**, Local Traffic and ISP-Bound Traffic via a Local Channel at either the DS1 or DS3 level. The Parties shall work jointly to determine the specific transmission system. However, Level 3's SONET transmission system must be compatible with BellSouth's equipment, and the Data Communications Channel (DCC) must be turned off.

BellSouth Version Notwithstanding Section 3.2.1, 3.2.2, and 3.2.3 above, if Level 3 elects to establish interconnection with BellSouth pursuant to a Fiber Meet Local Channel, Level 3 and BellSouth shall jointly engineer, operate and maintain a Synchronous Optical Network (SONET) transmission system by which they shall interconnect their transmission and routing of Local Traffic and ISP-Bound Traffic via a Local Channel at either the DS1 or DS3 level. The Parties shall work jointly to determine the specific transmission system. However, Level 3's SONET transmission system must be compatible with BellSouth's equipment, and the Data Communications Channel (DCC) must be turned off.

3.4.2

Each Party, at its own expense, shall procure, install and maintain the agreed upon SONET transmission system in its network.

3.4.3

The Parties shall agree to a Fiber Meet point between the BellSouth Serving Wire Center and the Level 3 Serving Wire Center. The Parties shall deliver their fiber optic facilities to the Fiber Meet point with sufficient spare length to reach the fusion splice point for the Fiber Meet Point. BellSouth shall, at its own expense,

provide and maintain the fusion splice point for the Fiber Meet. A building type Common Language Location Identification (CLLI) code will be established for each Fiber Meet point. All orders for interconnection facilities from the Fiber Meet point shall indicate the Fiber Meet point as the originating point for the facility.

- 3.4.4 Upon verbal request by Level 3, BellSouth shall allow Level 3 access to the fusion splice point for the Fiber Meet point for maintenance purposes on Level 3's side of the Fiber Meet point.

- 3.4.5 **Parties Disagree**

Level 3 Version Neither Party shall charge the other for its Local Channel portion of the Fiber Meet facility used exclusively for **Section 251 (b)(5) Traffic**, Local Traffic and ISP-Bound Traffic. All other appropriate charges will apply. Level 3 shall be billed for a mixed use of the Local Channel using the actual traffic Level 3 elects to transmit over the facility and the rates from this Agreement and the appropriate tariff(s). Charges for switched and special access services shall be billed in accordance with the applicable access service tariff.

BellSouth Version Neither Party shall charge the other for its Local Channel portion of the Fiber Meet facility used exclusively for Local Traffic and ISP-Bound Traffic. All other appropriate charges will apply. Level 3 shall be billed for a mixed use of the Local Channel using the actual traffic Level 3 elects to transmit over the facility and the rates from this Agreement and the appropriate tariff(s). Charges for switched and special access services shall be billed in accordance with the applicable access service tariff.

- 3.4.6 **Parties Disagree**

Level 3 Version The Parties agree that all Section 251 (b)(5) Traffic, ISP-Bound Traffic, and Local Traffic will be routed over the Interconnection Trunk Groups established pursuant to this Agreement and over Common Transport used to deliver an originating Party's traffic to the IP. A party providing Interconnecting Trunk Groups is financially responsible for that portion of Interconnecting Trunk Groups used to deliver its originating **Section 251 (b)(5) Traffic**, ISP-Bound Traffic, and Local Traffic to the IP.

BellSouth Version No provision.

4. INTERCONNECTION TRUNK GROUP ARCHITECTURES

- 4.1 BellSouth and Level 3 shall establish interconnecting trunk groups and trunk group configurations between networks, including the use of one-way or two-way trunks in accordance with the following provisions set forth in this Agreement. For trunking purposes, traffic will be routed based on the digits dialed by the originating End User and in accordance with the LERG.

4.2 **Parties Disagree**

4.3 **Level 3 Version** Subject to its need to only establish one IP in the LATA and the financial responsibility with respect to that IP as set forth in Section 3 preceding, Level 3 shall establish an interconnection trunk group(s) to at least one BellSouth access tandem within the LATA for the delivery of Level 3's originated **Section 251 (b)(5) Traffic**, Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic and for the receipt and delivery of Transit Traffic. To the extent Level 3 desires to deliver **Section 251 (b)(5) Traffic**, Local Traffic, ISP-bound Traffic, IntraLATA Toll Traffic and/or Transit Traffic to BellSouth access tandems within the LATA, other than the tandems(s) to which Level 3 has established interconnection trunk groups, Level 3 shall order Multiple Tandem Access, as described in this Attachment, to such other BellSouth access tandems, subject to the IP requirements and financial responsibility for IPs as set forth in Section 3 preceding.

BellSouth Version Subject to its need to only establish one IP in the LATA and the financial responsibility with respect to that IP as set forth in Section 3 preceding, Level 3 shall establish an interconnection trunk group(s) to at least one BellSouth access tandem within the LATA for the delivery of Level 3's originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic and for the receipt and delivery of Transit Traffic. To the extent Level 3 desires to deliver Local Traffic, ISP-bound Traffic, IntraLATA Toll Traffic and/or Transit Traffic to BellSouth access tandems within the LATA, other than the tandems(s) to which Level 3 has established interconnection trunk groups, Level 3 shall order Multiple Tandem Access, as described in this Attachment, to such other BellSouth access tandems, subject to the IP requirements and financial responsibility for IPs as set forth in Section 3 preceding.

4.4 **Parties Disagree**

Level 3 Version Notwithstanding the forgoing, **subject to the IP requirements and financial responsibility for IPs as set forth in Section 3 preceding**, Level 3 shall establish an interconnection trunk group(s) to all BellSouth access and local tandems in the LATA where Level 3 has homed (i.e. assigned) its NPA/NXXs. Level 3 shall home its NPA/NXXs on the BellSouth tandems that serve the exchange rate center areas to which the NPA/NXXs are assigned. The specified exchange rate center assigned to each BellSouth tandem is defined in the LERG. Level 3 shall enter its NPA/NXX access and/or local tandem homing arrangements into the LERG.

BellSouth Version Notwithstanding the forgoing, Level 3 shall establish an interconnection trunk group(s) to all BellSouth access and local tandems in the LATA where Level 3 has homed (i.e. assigned) its NPA/NXXs. Level 3 shall home its NPA/NXXs on the BellSouth tandems that serve the exchange rate center areas to which the NPA/NXXs are assigned. The specified exchange rate center assigned to each BellSouth tandem is defined in the LERG. Level 3 shall

enter its NPA/NXX access and/or local tandem homing arrangements into the LERG.

- 4.5 Switched access traffic will be delivered to and from Interexchange Carriers (IXCs) based on Level 3's NXX access tandem homing arrangement as specified by Level 3 in the LERG.
- 4.6 Level 3 interconnection request that (1) deviates from the interconnection trunk group architectures as described in this Agreement, or (2) requires special BellSouth switch translations and other network modifications will require Level 3 to submit a BFR/NBR via the BFR/NBR Process as set forth in Attachment 11 of this Agreement.
- 4.7 Subject to the IP requirements and financial responsibility for IPs as set forth in Section 3 preceding, recurring and nonrecurring rates associated with interconnecting trunk groups for that carry an originating party's traffic on the terminating party's network between BellSouth and Level 3 are set forth in Exhibit A. To the extent a rate associated with the interconnecting trunk group is not set forth in Exhibit A, the rate shall be as set forth in the appropriate party's tariff for switched access services as filed and effective with the FCC or Commission.
- 4.8 ~~Parties Disagree~~
~~Level 3 Version~~ Level 3 shall be responsible for ordering and paying for any two-way trunks carrying Transit Traffic.
~~BellSouth Version~~ For two-way trunk groups that carry only both Parties' Local Traffic and ISP-Bound Traffic, the Parties shall be compensated at 50% of the nonrecurring and recurring rates for dedicated trunks and DS1 facilities. Level 3 shall be responsible for ordering and paying for any two-way trunks carrying Transit Traffic.
- 4.9 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible. If SS7 is not technically feasible multi-frequency (MF) protocol signaling shall be used.
- 4.10 In cases where Level 3 is also an IXC, the IXC's Feature Group D (FG D) trunk group(s) must remain separate from the local interconnection trunk group(s).
- 4.11 Each Party shall order interconnection trunks and trunk group including trunk and trunk group augmentations via the ASR process. A Firm Order Confirmation (FOC) shall be returned to the ordering Party, after receipt of a valid, error free ASR, within the timeframes set forth in each state's applicable Performance Measures. Notwithstanding the foregoing, blocking situations and projects shall be managed through BellSouth's Carrier Interconnection Switching Center (CISC) Project Management Group and Level 3's equivalent trunking group, and FOCs for such orders shall be returned in the timeframes applicable to the project. A project is defined as (1) a new trunk group or (2) a request for more than 96 trunks on a single or multiple group(s) in a given BellSouth local calling area.

4.12

Parties Disagree

Level 3 Version **Interconnection Trunk Groups for Exchange of Section 251 (b)(5) Traffic, Local Traffic and ISP-Bound Traffic and Transit Traffic**

BellSouth Version **Interconnection Trunk Groups for Exchange of Local Traffic and ISP-Bound Traffic and Transit Traffic**

4.13

Parties Disagree

Level 3 Version Upon mutual agreement of the Parties in a joint planning meeting, the Parties' shall exchange **Section 251 (b)(5) Traffic**, Local Traffic and ISP-Bound Traffic on two-way interconnection trunk group(s) with the quantity of trunks being mutually determined and the provisioning being jointly coordinated. Furthermore, the Parties shall agree upon the IP(s) for two-way interconnection trunk groups transporting both Parties' **Section 251 (b)(5) Traffic**, Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic. Level 3 shall order such two-way trunks via the Access Service Request (ASR) process. BellSouth will use the Trunk Group Service Request (TGSR) to request changes in trunking. Furthermore, the Parties shall jointly review trunk performance and forecasts on a periodic basis. The Parties' use of two-way interconnection trunk groups for the transport of **Section 251 (b)(5) Traffic**, Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic between the Parties does not preclude either Party from establishing, pursuant to the terms of this Attachment, additional one-way interconnection trunks for the delivery of its originated **Section 251 (b)(5) Traffic**, Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to the other Party, provided that in no event shall Level 3 be required to terminate BellSouth traffic through more than one IP in a LATA.

BellSouth Version Upon mutual agreement of the Parties in a joint planning meeting, the Parties' shall exchange Local Traffic and ISP-Bound Traffic on two-way interconnection trunk group(s) with the quantity of trunks being mutually determined and the provisioning being jointly coordinated. Furthermore, the Parties shall agree upon the IP(s) for two-way interconnection trunk groups transporting both Parties' Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic. Level 3 shall order such two-way trunks via the Access Service Request (ASR) process. BellSouth will use the Trunk Group Service Request (TGSR) to request changes in trunking. Furthermore, the Parties shall jointly review trunk performance and forecasts on a periodic basis. The Parties' use of two-way interconnection trunk groups for the transport of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic between the Parties does not preclude either Party from establishing, pursuant to the terms of this Attachment, additional one-way interconnection trunks for the delivery of its originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to the other Party, provided that in no event shall Level 3 be required to terminate BellSouth traffic through more than one IP in a LATA.

4.13.1 **BellSouth Access Tandem Interconnection**

BellSouth access tandem interconnection at a single access tandem provides access to those end offices subtending that access tandem (Intratandem Access). Access tandem interconnection is available for any of the following access tandem architectures

4.13.1.1 **Basic Architecture**

Parties Disagree

Level 3 Version In the basic architecture, Level 3's originating **Section 251 (b)(5) Traffic**, Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic and originating and terminating Transit Traffic is transported on a single two-way trunk group between Level 3 and BellSouth access tandem(s) within a LATA to provide Intratandem Access. This trunk group carries Transit Traffic between Level 3 and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Level 3 desires to exchange traffic. This trunk group also carries Level 3 originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated **Section 251 (b)(5) Traffic**, Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to Level 3. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The basic Architecture is illustrated in Exhibit B.

BellSouth Version In the basic architecture, Level 3's originating Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic and originating and terminating Transit Traffic is transported on a single two-way trunk group between Level 3 and BellSouth access tandem(s) within a LATA to provide Intratandem Access. This trunk group carries Transit Traffic between Level 3 and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Level 3 desires to exchange traffic. This trunk group also carries Level 3 originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to Level 3. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The basic Architecture is illustrated in Exhibit B.

4.13.1.2 One-Way Trunk Group Architecture

Parties Disagree

Level 3 Version In one-way trunk group architecture, the Parties interconnect using three separate trunk groups. A one-way trunk group provides Intratandem Access for Level 3-originated **Section 251 (b)(5) Traffic**, Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic destined for BellSouth End Users. A second one-way trunk group carries BellSouth-originated **Section 251 (b)(5) Traffic**, Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic destined for Level 3 End-Users. A two-way trunk group provides Intratandem Access for Level 3's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between Level 3 and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Level 3 desires to exchange traffic. This trunk group also carries Level 3 originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated **Section 251 (b)(5) Traffic**, Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to Level 3. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The one-way trunk group architecture is illustrated in Exhibit C.

BellSouth Version In one-way trunk group architecture, the Parties interconnect using three separate trunk groups. A one-way trunk group provides Intratandem Access for Level 3-originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic destined for BellSouth End Users. A second one-way trunk group carries BellSouth-originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic destined for Level 3 End-Users. A two-way trunk group provides Intratandem Access for Level 3's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between Level 3 and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Level 3 desires to exchange traffic. This trunk group also carries Level 3 originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to Level 3. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The one-way trunk group architecture is illustrated in Exhibit C.

4.13.1.3 Two-Way Trunk Group Architecture

Parties Disagree

Level 3 Version The two-way trunk group Architecture establishes one two-way trunk group to provide Intratandem Access for the exchange of **Section 251 (b)(5) Traffic**, Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic between Level 3 and BellSouth. In addition, a separate two-way transit trunk group must be established for Level 3's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between Level 3 and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Level 3 desires to exchange traffic. This trunk group also carries Level 3 originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to Level 3. However, where Level 3 is responsive in a timely manner to BellSouth's transport needs for its originated traffic, BellSouth originating traffic will be placed on the two-way **Section 251 (b)(5) Traffic**, Local Traffic trunk group carrying ISP-bound Traffic and IntraLATA Toll Traffic. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The two-way trunk group architecture is illustrated in Exhibit D.

BellSouth Version The two-way trunk group Architecture establishes one two-way trunk group to provide Intratandem Access for the exchange of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic between Level 3 and BellSouth. In addition, a separate two-way transit trunk group must be established for Level 3's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between Level 3 and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Level 3 desires to exchange traffic. This trunk group also carries Level 3 originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to Level 3. However, where Level 3 is responsive in a timely manner to BellSouth's transport needs for its originated traffic, BellSouth originating traffic will be placed on the two-way Local Traffic trunk group carrying ISP-bound Traffic and IntraLATA Toll Traffic. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and

tandem serving arrangements. The two-way trunk group architecture is illustrated in Exhibit D.

4.13.1.4 Supergroup Architecture

Parties Disagree

Level 3 Version In the supergroup architecture, the Parties' **Section 251 (b)(5) Traffic**, Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic and Level 3's Transit Traffic are exchanged on a single two-way trunk group between Level 3 and BellSouth to provide Intratandem Access to Level 3. This trunk group carries Transit Traffic between Level 3 and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Level 3 desires to exchange traffic. This trunk group also carries Level 3 originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to Level 3. However, where Level 3 is responsive in a timely manner to BellSouth's transport needs for its originated traffic, BellSouth originating traffic will be placed on the Supergroup. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The supergroup architecture is illustrated in Exhibit E.

BellSouth Version In the supergroup architecture, the Parties' **Section 251 (b)(5) Traffic**, Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic and Level 3's Transit Traffic are exchanged on a single two-way trunk group between Level 3 and BellSouth to provide Intratandem Access to Level 3. This trunk group carries Transit Traffic between Level 3 and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Level 3 desires to exchange traffic. This trunk group also carries Level 3 originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to Level 3. However, where Level 3 is responsive in a timely manner to BellSouth's transport needs for its originated traffic, BellSouth originating traffic will be placed on the Supergroup. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The supergroup architecture is illustrated in Exhibit E.

4.13.1.5 Multiple Tandem Access Interconnection

4.13.1.5.1 ~~Parties Disagreed~~

~~Level 3 Version~~ Where Level 3 does not choose access tandem interconnection at every BellSouth access tandem within a LATA, Level 3 may utilize BellSouth's multiple tandem access interconnection (MTA) for **Section 251 (b)(5) Traffic**, Local Traffic and ISP-bound Traffic traffic originated from Level 3. To utilize MTA Level 3 must establish an interconnection trunk group(s) at a BellSouth access tandem through multiple BellSouth access tandems within the LATA as required. BellSouth will route Level 3's originated **Section 251 (b)(5) Traffic**, Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic for LATA wide transport and termination. Level 3 must also establish an interconnection trunk group(s) at all BellSouth access tandems where Level 3 NXXs are homed as described in Section 4.3 above. If Level 3 does not have NXXs homed at any particular BellSouth access tandem within a LATA and elects not to establish an interconnection trunk group(s) at such BellSouth access tandem, Level 3 can order MTA in each BellSouth access tandem within the LATA where it does have an interconnection trunk group(s) and BellSouth will terminate Level 3's **Section 251 (b)(5) Traffic**, Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to End-Users served through those BellSouth access tandems where Level 3 does not have an interconnection trunk group(s). MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines.

~~BellSouth Version~~ Where Level 3 does not choose access tandem interconnection at every BellSouth access tandem within a LATA, Level 3 may utilize BellSouth's multiple tandem access interconnection (MTA) for , Local Traffic and ISP-bound Traffic traffic originated from Level 3. To utilize MTA Level 3 must establish an interconnection trunk group(s) at a BellSouth access tandem through multiple BellSouth access tandems within the LATA as required. BellSouth will route Level 3's originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic for LATA wide transport and termination. Level 3 must also establish an interconnection trunk group(s) at all BellSouth access tandems where Level 3 NXXs are homed as described in Section 4.3 above. If Level 3 does not have NXXs homed at any particular BellSouth access tandem within a LATA and elects not to establish an interconnection trunk group(s) at such BellSouth access tandem, Level 3 can order MTA in each BellSouth access tandem within the LATA where it does have an interconnection trunk group(s) and BellSouth will terminate Level 3's Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to End-Users served through those BellSouth access tandems where Level 3 does not have an interconnection trunk group(s). MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines.

4.13.1.5.2 Level 3 may also utilize MTA to route its originated Transit Traffic; provided, however, that MTA may not be utilized to route switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC). Switched access traffic originated by or terminated to Level 3 will be delivered to and from

IXCs based on Level 3's NXX access tandem homing arrangement as specified by Level 3 in the LERG.

- 4.13.1.5.3 Level 3 shall compensate BellSouth for MTA used to switch and transport Level 3's originating traffic at the applicable tandem switching and transport charges specified in Exhibit A to this Attachment. These charges shall be billed in addition to any Call Transport and Termination charges. BellSouth shall not charge for MTA used to switch and transport BellSouth's originating traffic.
- 4.13.1.5.4 To the extent Level 3 does not purchase MTA in a LATA served by multiple access tandems, Level 3 must establish an interconnection trunk group(s) to every access tandem in the LATA to serve the entire LATA. To the extent Level 3 routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA, Level 3 shall pay BellSouth the associated MTA charges, but only with respect to Level 3 originated traffic.

4.13.2 Local Tandem Interconnection

4.13.2.1.1 [Parties Disagree]

[Level 3 Version] Local Tandem Interconnection arrangement allows Level 3 to establish an interconnection trunk group(s) at BellSouth local tandems for: (1) the delivery of Level 3-originated **Section 251 (b) (5)** Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic transported and terminated by BellSouth to BellSouth end offices served by those BellSouth local tandems, and (2) for local Transit Traffic transported by BellSouth for third party network providers who have also established an interconnection trunk group(s) at those BellSouth local tandems.

[BellSouth Version] Local Tandem Interconnection arrangement allows Level 3 to establish an interconnection trunk group(s) at BellSouth local tandems for: (1) the delivery of Level 3-originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic transported and terminated by BellSouth to BellSouth end offices served by those BellSouth local tandems, and (2) for local Transit Traffic transported by BellSouth for third party network providers who have also established an interconnection trunk group(s) at those BellSouth local tandems.

4.13.2.1.2 [Parties Disagree]

[Level 3 Version] When a specified local calling area is served by more than one BellSouth local tandem, Level 3 must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, Level 3 may choose to establish an interconnection trunk group(s) at the BellSouth local tandems where it has no codes homing but is not required to do so. Level 3 may deliver **Section 251 (b)(5) Traffic**, Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to a "home" BellSouth local tandem that is destined for other BellSouth or third party network provider end offices

subtending other BellSouth local tandems in the same local calling area where Level 3 does not choose to establish an interconnection trunk group(s). It is Level 3's responsibility to enter its own NPA/NXX local tandem homing arrangements into the LERG either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to Level 3's codes. Likewise, Level 3 shall obtain its routing information from the LERG.

[BellSouth Version] When a specified local calling area is served by more than one BellSouth local tandem, Level 3 must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, Level 3 may choose to establish an interconnection trunk group(s) at the BellSouth local tandems where it has no codes homing but is not required to do so. Level 3 may deliver Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to a "home" BellSouth local tandem that is destined for other BellSouth or third party network provider end offices subtending other BellSouth local tandems in the same local calling area where Level 3 does not choose to establish an interconnection trunk group(s). It is Level 3's responsibility to enter its own NPA/NXX local tandem homing arrangements into the LERG either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to Level 3's codes. Likewise, Level 3 shall obtain its routing information from the LERG.

4.13.2.2 Notwithstanding establishing an interconnection trunk group(s) to BellSouth's local tandems, Level 3 must also establish an interconnection trunk group(s) to BellSouth access tandems within the LATA on which Level 3 has NPA/NXXs homed for the delivery of Interexchange Carrier Switched Access (SWA) and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouth shall not switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion. (Type 2A CMRS interconnection is defined in BellSouth's A35 General Subscriber Services Tariff).

4.13.2.3 BellSouth's provisioning of Local Tandem Interconnection assumes that Level 3 has executed the necessary local interconnection agreements with the other third party network providers subtending those local tandems to the extent required by the Act.

4.13.3 **Direct End Office-to-End Office Interconnection**

4.13.3.1.1 **[Parties Disagreed]**

[Level 3 Version] Direct End Office-to-End Office one-way or two-way interconnection trunk groups allow for the delivery of a Party's originating **Section 251 (b)(5) Traffic**, Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to the terminating Party on a direct end office-to-end office basis.

[BellSouth Version] Direct End Office-to-End Office one-way or two-way interconnection trunk groups allow for the delivery of a Party's originating Local

Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to the terminating Party on a direct end office-to-end office basis.

4.13.3.2 The Parties shall utilize direct end office-to-end office trunk groups subject to the requirements with respect to establishment of and responsibility for IPs as set forth herein, under any one of the following conditions:

4.13.3.2.1 Tandem Exhaust - If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between Level 3 and BellSouth.

4.13.3.2.2 Traffic Volume - To the extent either Party has the capability to measure the amount of traffic between Level 3's switch and a BellSouth end office and where such traffic exceeds or is forecasted to exceed a single DS1 of traffic per month for three consecutive months, then the Parties shall install and retain direct end office trunking sufficient to handle such traffic volumes. Either Party will install additional capacity between such points when overflow traffic exceeds or is forecasted to exceed a single DS1 of traffic per month. In the case of one-way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.

4.13.3.2.3 Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above.

4.13.4 Transit Traffic Trunk Group

Transit Traffic trunks can either be two-way trunks or two one-way trunks ordered by Level 3 to deliver and receive Transit Traffic. Establishing Transit Traffic trunks at BellSouth access and local tandems provides intratandem access to the third parties also interconnected at those tandems.

4.13.4.1 Toll Free Traffic

4.13.4.1.1 If Level 3 chooses BellSouth to perform the Service Switching Point (SSP) Function (i.e., handle Toll Free database queries) from BellSouth's switches, all Level 3 originating Toll Free traffic will be routed over the Transit Traffic Trunk Group and shall be delivered using GR-394 format. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.

4.13.4.1.2 [Parties Disagree]

~~Level 3 Version~~ Level 3 may choose to perform its own Toll Free database queries from its switch. In such cases, Level 3 will determine the nature (local/intraLATA/interLATA) of the Toll Free call (local/IntraLATA/InterLATA) based on the response from the database. If the call is a local or intraLATA Toll Free call **between the Parties, the originating Party** will route the post-query local or IntraLATA converted ten-digit local number to **the other Party** over the local or intraLATA trunk group. If the call is a third party (ICO, IXC, CMRS or other CLEC) local or intraLATA Toll Free call, **and the call is originating from Level 3**, Level 3 will route the post-query local or intraLATA converted ten-digit

local number to BellSouth over the Transit Traffic Trunk Group and Level 3 shall provide to BellSouth a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free call, Level 3 will route the post-query interLATA Toll Free call (1) directly from its switch for carriers interconnected with its network or (2) over the Transit Traffic Trunk Group to carriers that are not directly connected to Level 3's network but that are connected to BellSouth's access tandem.

[BellSouth Version] Level 3 may choose to perform its own Toll Free database queries from its switch. In such cases, Level 3 will determine the nature (local/intraLATA/interLATA) of the Toll Free call (local/IntraLATA/InterLATA) based on the response from the database. If the call is a BellSouth local or intraLATA Toll Free call, Level 3 will route the post-query local or IntraLATA converted ten-digit local number to BellSouth over the local or intraLATA trunk group. If the call is a third party (ICO, IXC, CMRS or other CLEC) local or intraLATA Toll Free call, Level 3 will route the post-query local or intraLATA converted ten-digit local number to BellSouth over the Transit Traffic Trunk Group and Level 3 shall provide to BellSouth a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free call, Level 3 will route the post-query interLATA Toll Free call (1) directly from its switch for carriers interconnected with its network or (2) over the Transit Traffic Trunk Group to carriers that are not directly connected to Level 3's network but that are connected to BellSouth's access tandem.

4.13.5 All post-query Toll Free calls for which Level 3 performs the SSP function, if delivered to BellSouth, shall be delivered using GR-394 format for calls destined to IXCs, and GR-317 format for calls destined to end offices that directly subtend a BellSouth access tandem within the LATA.

5. NETWORK DESIGN AND MANAGEMENT FOR INTERCONNECTION

5.1 Network Management and Changes. The Parties will exchange toll-free maintenance contact numbers and escalation procedures. The Parties will provide public notice of network changes in accordance with applicable federal and state rules and regulations.

5.2 **[Parties disagree]**

[Level 3 Version] Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Telcordia Standard No. TR-NWT-00499. Where Level 3 chooses to utilize Signaling System 7 signaling, also known as Common Channel Signaling (SS7), SS7 connectivity is required between the Level 3 switch and the BellSouth Signaling Transfer Point (STP); **provided, however, that where each Party utilizes its own STPs, there shall be no recurring charges for signal messaging in connection with traffic exchanged under this Agreement, and each Party shall only be responsible to compensate the other for the physical**

links it may order from the other Party necessary to establish interconnection between the parties' respective signaling networks, whether such interconnection is achieved directly or through a third-party. BellSouth will provide SS7 signaling using Common Channel Signaling Access Capability in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall provide calling number ID (Calling Party Number) when technically feasible.

BellSouth Version Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Telcordia Standard No. TR-NWT-00499. Where Level 3 chooses to utilize Signaling System 7 signaling, also known as Common Channel Signaling (SS7), SS7 connectivity is required between the Level 3 switch and the BellSouth Signaling Transfer Point (STP). BellSouth will provide SS7 signaling using Common Channel Signaling Access Capability in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall provide calling number ID (Calling Party Number) when technically feasible.

- 5.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party provides to each other will be nondiscriminatory in nature in accordance with applicable federal and state law, and will be at least equal in quality to what it provides to itself and any subsidiary or affiliate, where technically feasible, or to any other Party to which each Party provides local interconnection.
- 5.4 Network Management Controls. Both Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.
- 5.5 SS7 Signaling. Both Parties will utilize LEC-to-LEC SS7 Signaling, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All SS7 signaling parameters will be provided, including but not limited to automatic number identification (ANI), originating line information (OLI) calling company category and charge number. All privacy indicators will be honored, and the Parties will exchange Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of SS7-based features between the respective networks. Neither Party shall alter the SS7 parameters, or be a party to altering

such parameters, or knowingly pass SS7 parameters that have been altered in order to circumvent appropriate interconnection charges.

5.6

~~Parties Disagree~~

~~Level 3 Version~~ Signaling Call Information. BellSouth and Level 3 will send and receive 10 digits for **Section 251 (b) (5) Traffic**, Local Traffic and ISP-Bound Traffic . Additionally, BellSouth and Level 3 will exchange the proper call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.

~~BellSouth Version~~ Signaling Call Information. BellSouth and Level 3 will send and receive 10 digits for Local Traffic and ISP- Bound Traffic . Additionally, BellSouth and Level 3 will exchange the proper call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.

5.7

Forecasting for Trunk Provisioning

5.7.1

Within six (6) months after execution of this Agreement, Level 3 shall provide an initial interconnection trunk group forecast for each LATA in which it plans to provide service within BellSouth's region. Upon receipt of Level 3's forecast, the Parties shall conduct a joint planning meeting to develop a joint interconnection trunk group forecast. Each forecast provided under this Section shall be deemed "Confidential Information" under the General Terms and Conditions of this Agreement.

5.8

~~Parties Disagree~~

~~Level 3 Version~~ At a minimum, the forecast shall include the projected quantity of Transit Trunks, Level 3-to-BellSouth one-way trunks (Level 3 Trunks), BellSouth-to-Level 3 one-way trunks (BellSouth Trunk Groups) and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties' **Section 251 (b) (5) Traffic**, Local Traffic, ISP-Bound Traffic, and IntraLATA Toll Traffic. The quantities shall be projected for a minimum of six months and shall include an estimate of the current year plus the next two years total forecasted quantities. The Parties shall mutually develop BellSouth Trunk Groups and/or two-way interconnection trunk forecast quantities.

~~BellSouth Version~~ At a minimum, the forecast shall include the projected quantity of Transit Trunks, Level 3-to-BellSouth one-way trunks (Level 3 Trunks), BellSouth-to-Level 3 one-way trunks (BellSouth Trunk Groups) and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties' Local Traffic, ISP-Bound Traffic, and

IntraLATA Toll Traffic. The quantities shall be projected for a minimum of six months and shall include an estimate of the current year plus the next two years total forecasted quantities. The Parties shall mutually develop BellSouth Trunk Groups and/or two-way interconnection trunk forecast quantities.

- 5.8.1.1 All forecasts shall include, at a minimum, Access Carrier Terminal Location (ACTL), trunk group type (local/intraLATA toll, Transit, Operator Services, 911, etc.), A location/Z location (CLLI codes for Level 3 location and BellSouth location where the trunks shall terminate), interface type (e.g., DS1), Direction of Signaling, Trunk Group Number, if known, (commonly referred to as the 2-6 code) and forecasted trunks in service each year (cumulative).
- 5.8.2 Once initial interconnection trunk forecasts have been developed, Level 3 shall continue to provide interconnection trunk forecasts on a semiannual basis or at otherwise mutually agreeable intervals. Level 3 shall use commercially reasonable efforts to make the forecasts as accurate as possible based on reasonable engineering criteria and prior operating history between the companies, where applicable. The Parties shall continue to develop BellSouth Trunk Group and/or two-way interconnection trunk forecasts as described in Section 5.7.1.1.
- 5.8.3 The submitting and development of interconnection trunk forecasts shall not replace the ordering process for local interconnection trunks. Each Party shall exercise its best efforts to provide the quantity of interconnection trunks mutually forecasted. However, the provision of the forecasted quantity of interconnection trunks is subject to trunk terminations and facility capacity existing at the time the trunk order is submitted. Furthermore, the receipt and development of trunk forecasts does not imply any liability for failure to perform if capacity (trunk terminations or facilities) is not available for use at the forecasted time.

5.9 Trunk Utilization

- 5.9.1 For the BellSouth Trunk Groups that are Final Trunk Groups (BellSouth Final Trunk Groups), BellSouth and Level 3 shall monitor traffic on each interconnection BellSouth Final Trunk Group that is ordered and installed. The Parties agree that the BellSouth Final Trunk Groups will be utilized at 60 percent (60%) of the time consistent busy hour utilization level within 90 days of installation. The Parties agree that the BellSouth Final Trunk Groups will be utilized at eighty percent (80%) of the time consistent busy hour utilization level within 180 days of installation. Any BellSouth Final Trunk Group not meeting the minimum thresholds set forth in this Section are defined as "Under-utilized" trunks. Pursuant to the process set forth in Section 5.8.1.1 following, BellSouth may disconnect any Under-utilized BellSouth Final Trunk Groups and Level 3 shall refund to BellSouth the associated nonrecurring and recurring trunk and facility charges paid by BellSouth, if any.
- 5.9.1.1 BellSouth's CISC will notify Level 3 of any under-utilized Reciprocal Trunk Groups and the number of such trunk groups that BellSouth wishes to disconnect. BellSouth will provide supporting information either by email or facsimile to the designated Level 3 interface. Level 3 will provide concurrence with the disconnection in seven (7) business days or will provide specific information

supporting why the trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which Level 3 expects to need such trunks. BellSouth's CISC Project Manager and Circuit Capacity Manager will discuss the information with Level 3 to determine if agreement can be reached on the number of BellSouth Final Trunk Groups to be removed. If no agreement can be reached, the Parties will utilize the Dispute Resolution process set forth in this Agreement.

5.9.2 For the two-way trunk groups, BellSouth and Level 3 shall monitor traffic on each interconnection trunk group that is ordered and installed. The Parties agree that within 90 days of the installation of the BellSouth two-way trunk or trunks, the trunks will be utilized at 60 percent (60%) of the time consistent busy hour utilization level. The Parties agree that within 180 days of the installation of a trunk or trunks, the trunks will be utilized at eighty percent (80%) of the time consistent busy hour utilization level. Any trunk or trunks not meeting the minimum thresholds set forth in this Section are defined as "Under-utilized" trunks. Pursuant to the process set forth in Section 5.8.3.1 following, BellSouth will request the disconnection of any Under-utilized two-way trunk(s) and Level 3 shall refund to BellSouth the associated nonrecurring and recurring trunk and facility charges paid by BellSouth, if any.

5.9.2.1 BellSouth's LISC will notify Level 3 of any under-utilized two-way trunk groups and the number of trunks that BellSouth wishes to disconnect. BellSouth will provide supporting information either by email or facsimile to the designated Level 3 interface. Level 3 will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the two-way trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which Level 3 expects to need such trunks. BellSouth's CISC Project Manager and Circuit Capacity Manager will discuss the information with Level 3 to determine if agreement can be reached on the number of trunks to be removed. If no agreement can be reached, the Parties will utilize the Dispute Resolution process set forth in this Agreement

5.8.3.2 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of greater than eighty percent (80%), unless otherwise mutually agreed, the Parties shall augment the trunk groups as soon as commercially reasonable in order to bring the utilization to eighty percent (80%).

6. LOCAL DIALING PARITY

6.1 BellSouth and Level 3 shall provide local and toll dialing parity, as defined in FCC rules and regulations, with no unreasonable dialing delays. Dialing parity shall be provided for all originating telecommunications services that require dialing to route a call.

7. INTERCONNECTION COMPENSATION

- 7.1 ~~[Parties Disagree]~~
~~[Level 3 Version]~~ **Compensation for Call Transportation and Termination for Section 251 (b) (5) Traffic, Local Traffic, ISP-bound Traffic**
- ~~[BellSouth Version]~~ **Compensation for Call Transportation and Termination for Local Traffic, ISP-bound Traffic**
- 7.1.1 ~~[Parties Disagree]~~
~~[Level 3 Version]~~ For the purposes of this Attachment and for reciprocal compensation between the Parties pursuant to this Attachment, Local Traffic is defined as any call that is originated in one LATA and terminated within the same LATA.
- ~~[BellSouth Version]~~ For the purposes of this Attachment and for reciprocal compensation between the Parties pursuant to this Attachment, Local Traffic is defined as any call that is originated by an end user of one Party and terminated to an end user of the other Party within a given LATA on that other Party's network, except for those calls that are originated or terminated through switched access arrangements as established by the ruling regulatory body.
- 7.1.1.1 Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls established as a local call by the ruling regulatory body.
- 7.1.2 ~~[Parties Disagree]~~
~~[Level 3 Version]~~ ISP-Bound Traffic means traffic that originates within a Party's network which is delivered to the Parties' IP with a called party telephone number assigned to a rating point within the local calling area of the originating rate center and terminates to an Internet Service Provider. The originating and terminating rate centers are determined exclusively by the rating points assigned to the calling and called numbers exclusively.
- 7.2 ~~[BellSouth Version]~~ ISP-bound Traffic is defined as calls to an information service provider or Internet service provider (ISP) that are dialed by using a local dialing pattern (7 or 10 digits) by a calling party in one exchange to an ISP server or modem in either the same exchange or a corresponding Extended Area Service (EAS) exchange as defined and specified in Section A3 of BellSouth's General Subscriber Service tariff. ISP-bound Traffic is not Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to the FCC's jurisdiction

7.2.1 Notwithstanding the definitions of Local Traffic and ISP-bound traffic above, and pursuant to the FCC's Order on Remand and Report and Order in CC Docket 99-68 released April 27, 2001 (ISP Order on Remand), BellSouth and Level 3 agree to the rebuttable presumption that all combined Local and ISP-bound Traffic delivered to BellSouth or Level 3 that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered ISP-bound traffic for compensation purposes. BellSouth and Level 3 further agree to the rebuttable presumption that all combined Local and ISP-bound Traffic delivered to BellSouth or Level 3 that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered Local Traffic for compensation purposes. Either Party may rebut this presumption by demonstrating the factual ratio to the state Commission in an appropriate proceeding.

7.2.2 ~~Parties Disagree~~

~~Level 3 Version~~ The Parties shall compensate each other for the Call Transport and Termination of **Section 251 (b)(5) Traffic**, Local Traffic and ISP-Bound Traffic at the rate of \$0.0007 per minute of use. Notwithstanding the foregoing, from the period of January 1, 2004 until the effective date of this Agreement, the Parties agree to compensate each other for the Call Transport and Termination of ISP-Bound Traffic at the rate of \$0.0010 per minute of use.

~~BellSouth Version~~ The Parties shall compensate each other for the Call Transport and Termination of Local Traffic and ISP-bound Traffic at the rate of \$0.0007 subject to the growth caps as set forth in the FCC's ISP Order on Remand and described in Section 7.1.4.2 below.

7.2.2.1 ~~Parties Disagree~~

~~Level 3 Version~~ The Parties recognize that the FCC has opened proceedings to develop a unified regime for intercarrier compensation. The parties also recognize that the FCC has opened proceedings to determine the proper regulatory treatment and classification of Voice over Internet Protocol traffic.

~~BellSouth Version~~ No provision

7.2.2.2 ~~Parties Disagree~~

~~Level 3 Version~~ Pursuant to the ISP Order on Remand, there are no minute of use caps on the amount of ISP-Bound Traffic that is compensable beginning January 1, 2004. m,

~~BellSouth Version~~ For ISP-bound Traffic exchanged during the year 2003 through the expiration of this Agreement, compensation, at the rates set forth in Exhibit A of this Agreement, shall be billed by the terminating Party to the originating Party on ISP-bound Traffic minutes up to a ceiling equal to a ten percent growth factor added to, on an annualized basis, the number of ISP bound

Traffic minutes for which the terminating Party was entitled to compensation during the first quarter of 2001, plus an additional ten percent. Any ISP-bound Traffic that exceeds the minute of use growth caps described above shall be exchanged on a bill and keep basis, and no compensation shall be paid to the terminating Party therefore.

7.2.3 The appropriate elemental rates set forth in Exhibit A of this Attachment shall apply for Transit Traffic as described in Sections 7.6 and 7.6.1 below and to Multiple Tandem Access as described in Section 4.13.1.5 above.

7.2.3.1 ~~Parties Disagree~~

~~Level 3 Version~~ Neither Party shall represent Switched Access Traffic as **Section 251 (b) (5) Traffic**, Local Traffic or ISP-bound Traffic for purposes of determining compensation for the call.

~~BellSouth Version~~ Neither Party shall represent Switched Access Traffic as Local Traffic or ISP-bound Traffic for purposes of determining compensation for the call.

7.2.3.2 ~~Parties Disagree~~

~~Level 3 Version~~ The Parties have been unable to agree as to the appropriate compensation for calls which originate in a LATA and terminate to a physical location outside of that LATA but to a number assigned to a rate center within that LATA. However, without prejudice to either Party's position concerning the application of reciprocal compensation or access charges to such traffic, the Parties agree for purposes of this Agreement only and on an interim basis until the FCC issues an Order addressing this issue, neither Party shall bill the other reciprocal compensation, inter-carrier compensation or switched access in connection with the exchange of any traffic as described in the first sentence of this paragraph. Once the FCC issues an Effective Order addressing this issue, the Parties agree to amend this Interconnection Agreement to comply with the Order on a prospective basis only within 30 days of either Party's written request. No "true-up" shall be required in connection with such an Effective Order. Nothing in this Section 7.1.8 affects the obligations imposed on the Parties to compensate each other for **Section 251 (b) (5) Traffic**, Local Traffic and ISP-bound Traffic as those terms are defined therein.

~~BellSouth Version~~ The Parties have been unable to agree as to the appropriate compensation for calls which originate in a LATA and terminate to a physical location outside of that LATA but to a number assigned to a rate center within that LATA. However, without prejudice to either Party's position concerning the application of reciprocal compensation or access charges to such traffic, the Parties agree for purposes of this Agreement only and on an interim basis until the FCC issues an Order addressing this issue, neither Party shall bill the other reciprocal compensation, inter-carrier compensation or switched access in connection with the exchange of any traffic as described in the first sentence of this paragraph. Once the FCC issues an Effective Order addressing this issue, the

Parties agree to amend this Interconnection Agreement to comply with the Order on a prospective basis only within 30 days of either Party's written request. No "true-up" shall be required in connection with such an Effective Order. Nothing in this Section 7.1.8 affects the obligations imposed on the Parties to compensate each other for Local Traffic and ISP-bound Traffic as those terms are defined therein.

7.3 **Jurisdictional Reporting**

7.3.1 **Percent Local Use.** Each Party shall report to the other a Percent Local Usage (PLU) factor. The application of the PLU will determine the amount of local or ISP-bound minutes to be billed to the other Party. Each Party shall update its PLU on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month based on local and ISP-bound usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time.

7.3.1.1 ~~[Parties Disagree]~~

~~[Level 3 Version]~~ **Percent Local Facility.** Each Party shall report to the other a Percent Local Facility (PLF) factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to Multiplexing and Interconnecting Trunk Groups, Local Channel and Interoffice Channel Switched Dedicated Transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLU and PLF calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time.

~~[BellSouth Version]~~ **Percent Local Facility.** Each Party shall report to the other a Percent Local Facility (PLF) factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to Multiplexing, Local Channel and Interoffice Channel Switched Dedicated Transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLU and PLF calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time.

7.3.2 **Percent Interstate Usage.** Each Party shall report to the other the projected Percent Interstate Usage (PIU) factor. Requirements associated with PIU

calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Each Party shall update its PIUs on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month, for all services showing the percentages of use for the past three months ending the last day of December, March, June and September.

7.3.3 Notwithstanding the provisions in Section 7.3.1, 7.3.2, and 7.3.3 above, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information shall, at the terminating Party's option, be utilized to determine the appropriate jurisdictional reporting factors (PLU, PIU, and/or PLF), in lieu of those provided by the originating Party. In the event that the terminating Party opts to utilize its own data to determine jurisdictional reporting factors, such terminating Party shall notify the originating Party at least 15 days prior to the beginning of the calendar quarter in which the terminating Party will begin to utilize its own data. Such factors shall subject to the Dispute Resolution provisions in this Agreement, as well as the Audit provisions set forth in 7.3.5 below.

7.3.4 **Audits.** On thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and Level 3 shall retain records of call detail for a minimum of nine months from which the PLU, PLF and/or PIU can be ascertained. The audit shall be conducted during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The PLF, PLU and/or PIU shall be adjusted based upon the audit results and shall apply for the quarter the audit was completed, for the quarter prior to the completion of the audit, and for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLF, PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

7.4 **Compensation for 8XX Traffic**

7.4.1 Each Party shall pay the other the appropriate switched access charges set forth in the applicable Party's intrastate or interstate switched access tariffs, as filed and effective with the FCC or Commission. Each Party will pay the other Party the database query charge as set forth in the applicable Party's intrastate or interstate switched access tariffs as applicable, as filed and effective with the FCC or Commission.

- 7.4.2 Records for 8XX Billing. Each Party will provide to the other the appropriate records necessary for billing 8XX customers. The records provided will be in a standard EMI format.
- 7.4.3 8XX Access Screening. BellSouth's provision of 8XX Toll Free Dialing (TFD) to Level 3 requires interconnection from Level 3 to BellSouth's 8XX Signal Channel Point (SCP). Such interconnections shall be established pursuant to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. Level 3 shall establish SS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that Level 3 desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff.
- 7.5 **Mutual Provision of Switched Access Service**
- 7.5.1 **Parties Disagree**
- Level 3 Version** Switched Access Traffic. Switched Access Traffic is described as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Telephone Toll Service. Switched Access Traffic includes, but is not limited to, the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free access (e.g., 8XX), 900 access and their successors.
- BellSouth Version** Switched Access Traffic is described as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Telephone Toll Service. Switched Access Traffic includes, but is not limited to, the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free access (e.g., 8XX), 900 access and their successors. **Notwithstanding the provisions set forth in Section 7.1.8, additionally, any Public Switched Telephone Network interexchange telecommunications traffic, regardless of transport protocol method, where the originating and terminating Public Switched Telephone Network points, end-to-end points, are in different LATAs, or are in the same LATA and the Parties' Switched Access services are used for the origination or termination of the call, shall be considered Switched Access Traffic and irrespective of transport protocol method used, a call which originates on the Public Switched Telephone Network in one LATA and terminates on the Public Switched Telephone Network in another LATA (i.e., the end-to-end points of the call) or in which the Parties' Switched Access Services are used for the origination or termination of the call, shall not be considered Local Traffic or ISP-bound Traffic.**
- 7.5.2 If the BellSouth End User chooses Level 3 as their presubscribed interexchange carrier, or if the BellSouth End User uses Level 3 as an interexchange carrier on a 101XXXX basis, BellSouth will charge Level 3 the appropriate BellSouth tariff charges for originating switched access services.

- 7.5.3 Where the originating Party delivers a call to the terminating Party over switched access facilities, the originating Party will pay the terminating Party terminating, switched access charges as set forth in the terminating Party's FCC or Commission filed and effective Access Services Tariff, as appropriate.
- 7.5.4 When Level 3's end office switch provides an access service connection to or from an interexchange carrier (IXC) by a direct trunk group to the IXC utilizing BellSouth facilities, each Party will provide its own access services to the IXC and bill on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by Level 3 as the Party providing the end office function. Each party will use the Multiple Exchange Carrier Access Billing (MECAB) guidelines to establish meet point billing for all applicable traffic. The Parties shall utilize a thirty (30) day billing period.
- 7.5.4.1 When Level 3's end office subtends the BellSouth Access Tandem switch for receipt or delivery of switched access traffic and provides an access service connection to or from an IXC via BellSouth's Access Tandem switch, BellSouth, as the tandem company agrees to provide to Level 3, as the End Office Company, as defined in MECAB, at no charge, all the switched access detail usage data, recorded at the access tandem, within no more than sixty (60) days after the recording date. Each Party will notify the other when it is not feasible to meet these requirements. As business requirements change, data reporting requirements may be modified as necessary.
- 7.5.5 BellSouth, as the tandem provider company, will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data that is lost or damaged by the tandem provider company or any third party involved in processing or transporting data.
- 7.5.6 BellSouth, as the tandem provider company, agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.
- 7.5.7 Any claims against BellSouth, as the tandem provider company, for unbillable or uncollectible revenue should be filed with the tandem provider company within 120 days of the usage date.
- 7.5.8 BellSouth, as the tandem provider company shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Party to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial Billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.

7.6 Transit Traffic

7.6.1 BellSouth shall provide tandem switching and transport services for Level 3's Transit Traffic. Rates for local Transit Traffic and ISP-bound Transit Traffic shall be the applicable Call Transport and Termination charges as set forth in Exhibit A to this Attachment. Rates for Switched Access Transit Traffic shall be the applicable charges as set forth in the applicable BellSouth Switched Access tariff. Billing associated with all Transit Traffic shall be pursuant to MECAB guidelines. Traffic between Level 3 and Wireless Type 1 third parties shall not be treated as Transit Traffic from a routing or billing perspective. Traffic originated by a Wireless Type 1 third party or a third party CLEC utilizing BellSouth switching (including resellers and UNE-P providers) shall be treated as BellSouth-originated traffic and BellSouth shall compensate Level 3 for transport and termination of such traffic in accordance with the terms of this Attachment. Traffic between Level 3 and Wireless Type 2A or a third party CLEC utilizing BellSouth switching shall not be treated as Transit Traffic from a routing or billing perspective until BellSouth and the Wireless Type 2A carrier or a third party CLEC utilizing BellSouth switching have the capability to properly meet-point-bill in accordance with MECAB guidelines. Until such time as such meet point billing is established, traffic originated by Wireless Type 2A third parties or a third party CLEC utilizing BellSouth switching shall be treated as BellSouth-originated traffic and BellSouth shall compensate Level 3 for transport and termination of such traffic in accordance with the terms of this Attachment.

7.6.2 The delivery of traffic that transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees. BellSouth agrees to deliver Transit Traffic to the terminating carrier; provided, however, that Level 3 is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of Transit Traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier or to Level 3, subject to Section 7.5.1 above. In the event that the terminating third party carrier imposes on BellSouth any charges or costs for the delivery of Level 3-originated Transit Traffic, Level 3 shall reimburse BellSouth for such costs. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

7.6.3 **Parties Disagree**

Level 3 Version If and when Level 3 acts as a transit carrier for BellSouth's Transit Traffic, this Section shall apply. Level 3 shall provide tandem switching and transport services for BellSouth's Transit Traffic. Rates for **Section 251 (b) (5) Traffic**, Local Transit Traffic and ISP-bound Transit Traffic shall be the applicable Call Transport and Termination charges as set forth in Exhibit A to this Attachment. Rates for Switched Access Transit Traffic shall be the applicable charges as set forth in the applicable Level 3's Switched Access tariff, as filed and effective with the FCC or Commission. Level 3 agrees to deliver Transit Traffic to the terminating carrier; provided, however, that BellSouth is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of Transit Traffic through the Level 3

network. Level 3 will not be liable for any compensation to the terminating carrier or to BellSouth, In the event that the terminating third party carrier imposes on Level 3 any charges or costs for the delivery of BellSouth-originated Transit Traffic, BellSouth shall reimburse Level 3 for such costs. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

BellSouth Version If and when Level 3 acts as a transit carrier for BellSouth's Transit Traffic, this Section shall apply. Level 3 shall provide tandem switching and transport services for BellSouth's Transit Traffic. Rates for Local Transit Traffic and ISP-bound Transit Traffic shall be the applicable Call Transport and Termination charges as set forth in Exhibit A to this Attachment. Rates for Switched Access Transit Traffic shall be the applicable charges as set forth in the applicable Level 3's Switched Access tariff, as filed and effective with the FCC or Commission. Level 3 agrees to deliver Transit Traffic to the terminating carrier; provided, however, that BellSouth is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of Transit Traffic through the Level 3 network. Level 3 will not be liable for any compensation to the terminating carrier or to BellSouth, In the event that the terminating third party carrier imposes on Level 3 any charges or costs for the delivery of BellSouth-originated Transit Traffic, BellSouth shall reimburse Level 3 for such costs. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

Exhibit B

Basic Architecture

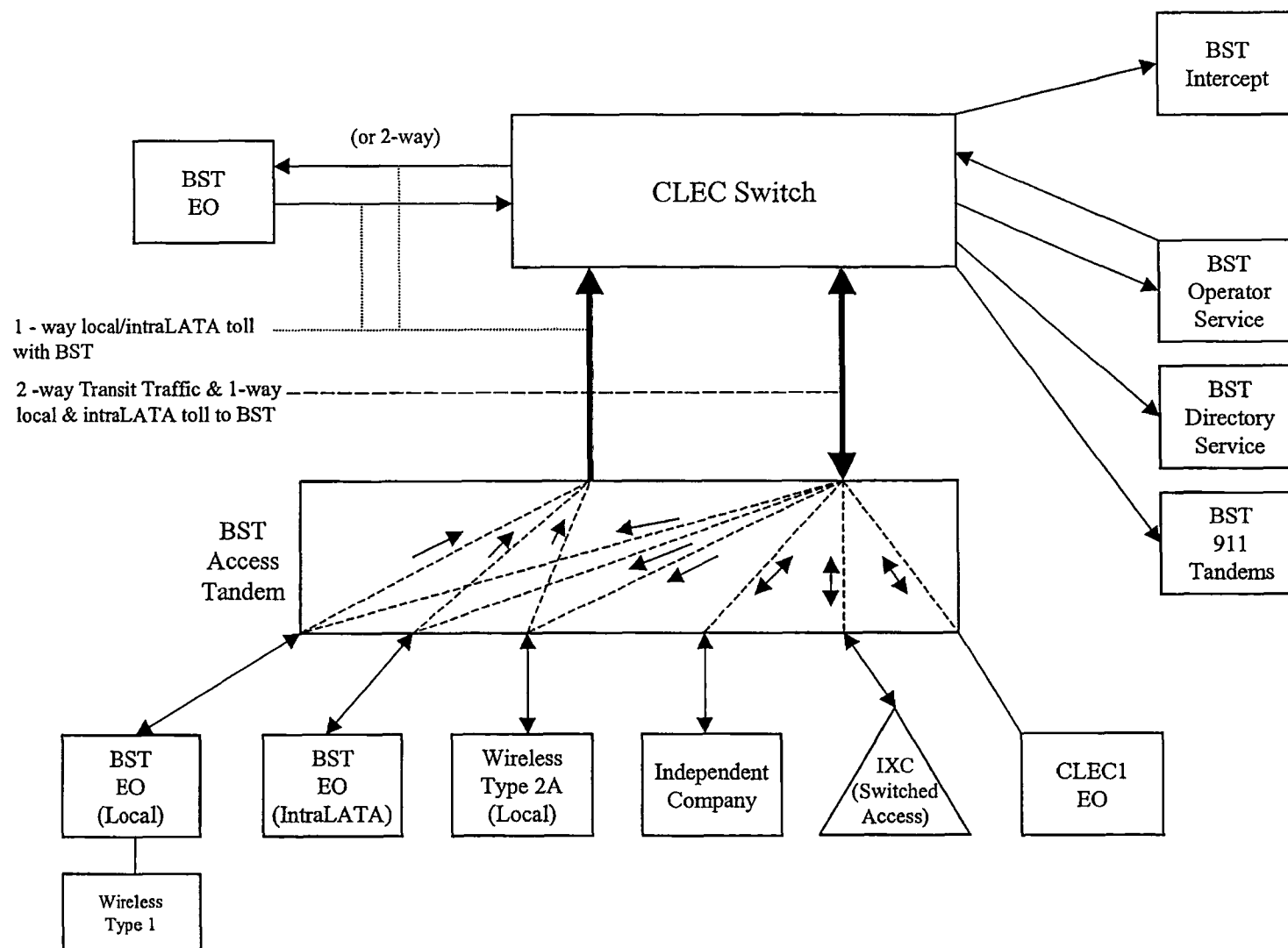


Exhibit C

One-Way Architecture

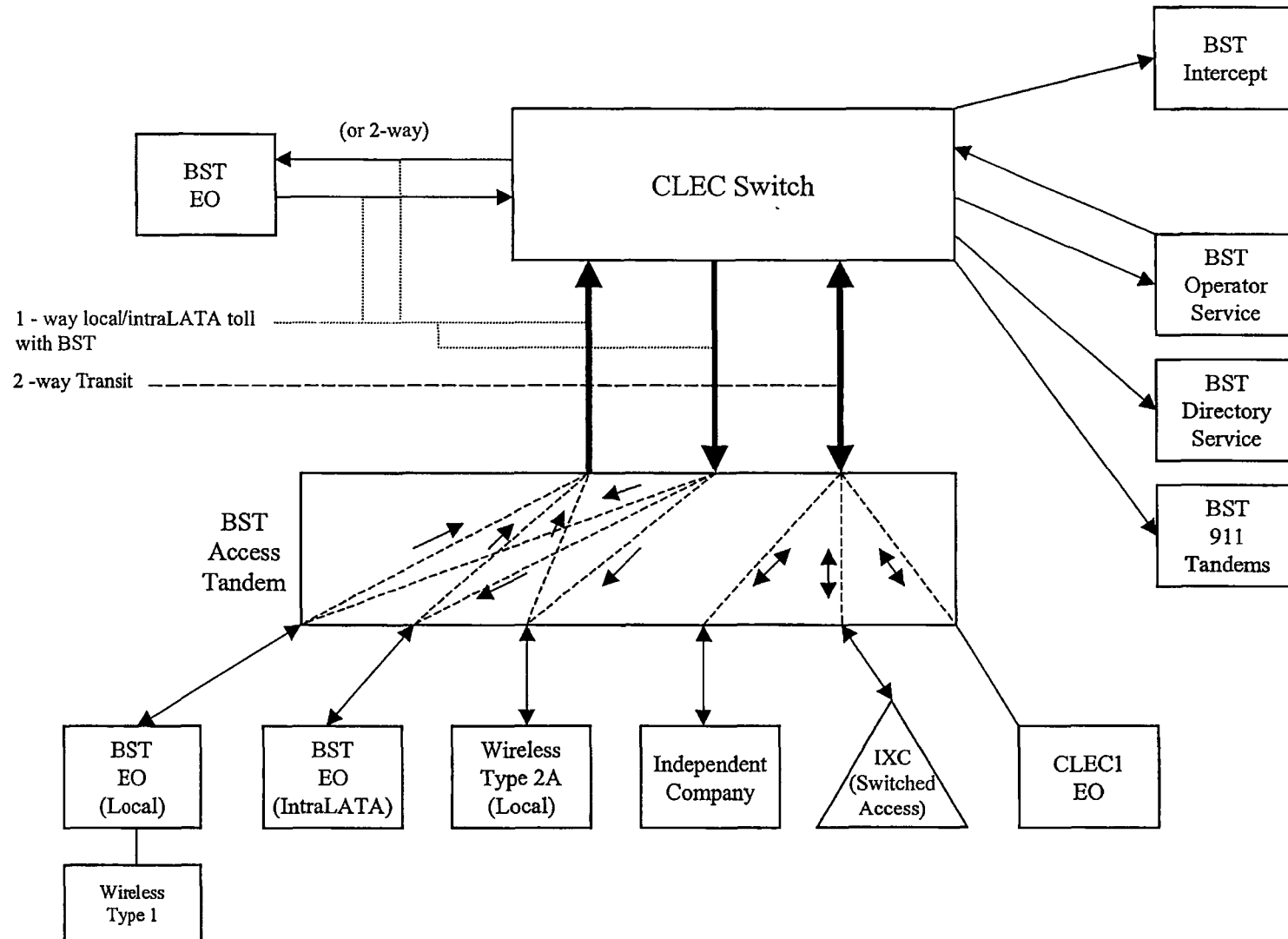


Exhibit D

Two-Way Architecture

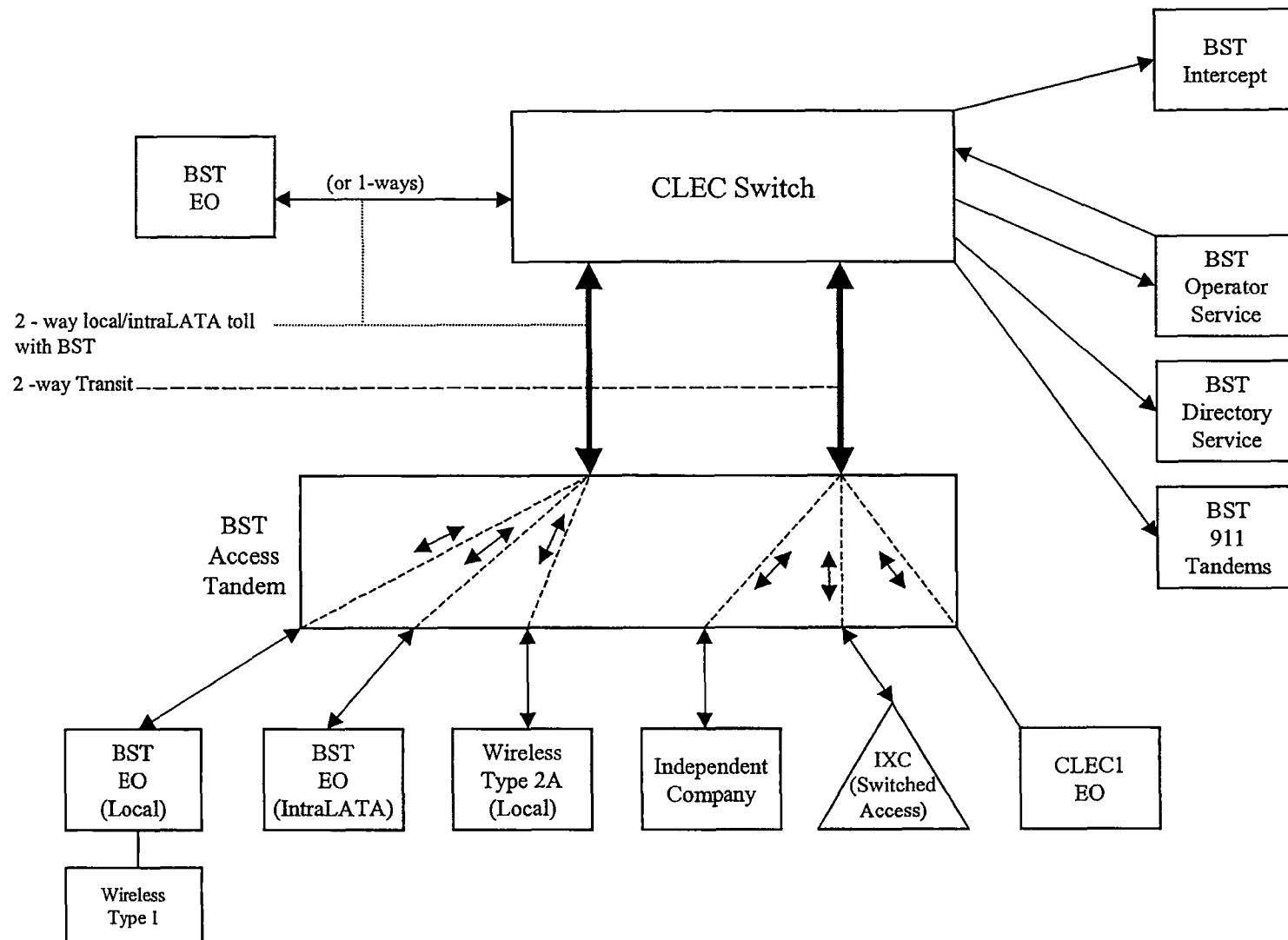
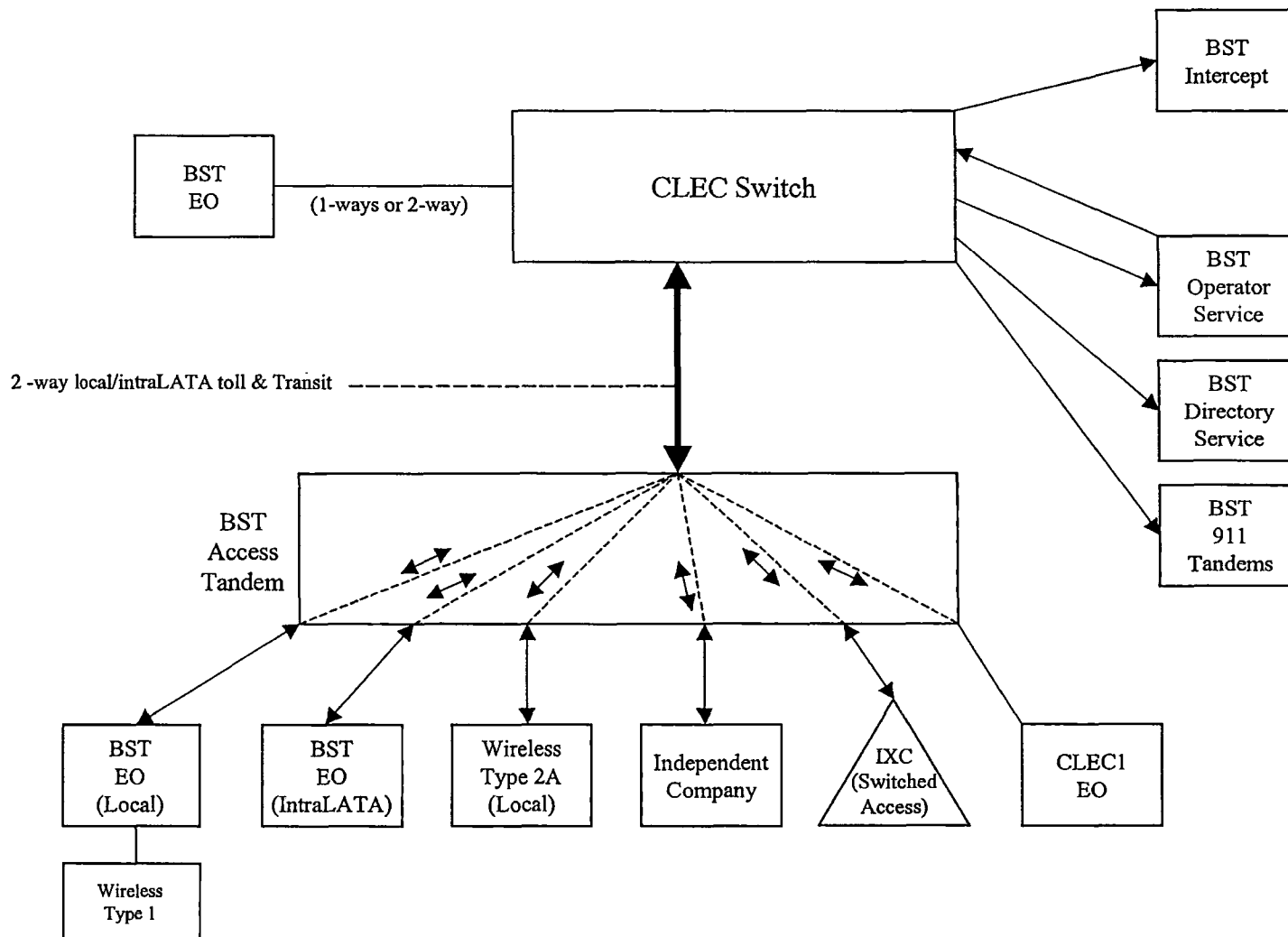


Exhibit E

Supergroup Architecture



Attachment 4

Physical Collocation

BELLSOUTH
PHYSICAL COLLOCATION

1. Scope of Attachment

- 1.1 The rates, terms, and conditions contained within this Attachment shall only apply when Level 3 is physically collocated as a sole occupant or as a Host within a BellSouth Premises location pursuant to this Attachment. BellSouth Premises include, for the purposes of this Attachment, BellSouth Central Offices and Serving Wire Centers and Adjacent Arrangements, as defined in Section 3.4 of this Attachment (hereinafter "Premises"). This Attachment is applicable to Premises owned or leased by BellSouth. However, if the Premises occupied by BellSouth is leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions contained in this Attachment. Where BellSouth notifies Level 3 that BellSouth's agreement with a third party does not grant BellSouth the ability to provide access and use rights to others, upon Level 3's request, BellSouth will use commercially reasonable efforts to obtain the third party's consent and to otherwise secure such rights. Upon Level 3's request, BellSouth will provide documentation of BellSouth's commercially reasonable efforts to obtain the third party's consent and to otherwise secure such rights.
- 1.2 Right to Occupy. BellSouth shall offer to Level 3 collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the FCC. Subject to the rates, terms and conditions of this Attachment, where space is available and it is technically feasible, BellSouth will allow Level 3 to occupy a certain area designated by BellSouth within a Premises, or on BellSouth property upon which the Premises is located, of a size which is specified by Level 3 and agreed to by BellSouth (hereinafter "Collocation Space"). The necessary rates, terms and conditions for the premises as defined by the FCC, other than BellSouth Premises, shall be negotiated upon reasonable request for collocation at such premises.
- 1.2.1 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth in this Attachment.
- 1.2.1.1 In all states other than Florida, the size specified by Level 3 may contemplate a request for space sufficient to accommodate Level 3's growth within a twenty-four (24) month period.
- 1.2.1.2 In the state of Florida, the size specified by Level 3 may contemplate a request for space sufficient to accommodate Level 3's growth within an eighteen (18) month period.

1.3 Space Allocation. BellSouth shall attempt to accommodate Level 3's requested preferences, if any. In allocating Collocation Space, BellSouth shall not materially increase Level 3's cost or materially delay Level 3's occupation and use of the Collocation Space, assign Collocation Space that will impair the quality of service or otherwise limit the service Level 3 wishes to offer, reduce unreasonably the total space available for physical collocation or preclude unreasonable physical collocation within the Premises. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocated telecommunications carrier; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by BellSouth or another collocated telecommunications carrier; or (f) essential for the administration and proper functioning of Premises. BellSouth may segregate Collocation Space and require separate entrances for collocated telecommunications carriers to access their Collocation Space, pursuant to FCC Rules.

1.4 Space Reclamation. In the event of space exhaust within a Premises, BellSouth may include in its documentation for the Petition for Waiver filed with the Commission, any unutilized space in the Premises. Upon request, Level 3 will be responsible for the justification of unutilized space within its Collocation Space, if the Commission requires such justification.

1.5 Use of Space. Level 3 shall use the Collocation Space for the purposes of installing, maintaining and operating Level 3's equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth unbundled network elements for the provision of telecommunications services, as specifically set forth in this Agreement.

1.6 Rates and Charges. Level 3 agrees to pay the rates and charges identified in Exhibit B attached hereto.

1.7 If any due date contained in this Attachment falls on a weekend or National holiday, the due date will be the next business day thereafter. For intervals of ten (10) calendar days or less, National holidays will be excluded.

1.8 The Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

2. Space Availability Report

2.1 Space Availability Report. Upon request from Level 3 and at Level 3's expense, BellSouth will provide a written report (Space Availability Report) describing in detail the space that is available for collocation at a particular Premises. This report will include the amount of Collocation Space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the

space since the last report on the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the Premises for which the Space Availability Report was requested by Level 3.

- 2.1.1 The request from Level 3 for a Space Availability Report must be in writing and include the Premises street address, as identified in the Local Exchange Routing Guide (LERG) and Common Language Location Identification (CLLI) code of the Premises. CLLI code information is located in the National Exchange Carrier Association (NECA) Tariff FCC No. 4.
- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) calendar days of the receipt of such a request. BellSouth will make its best efforts to respond in ten (10) calendar days to a Space Availability Report request when the request includes from two (2) to five (5) Premises within the same state. The response time for Space Availability Report requests of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten (10) calendar day response time for two (2) to five (5) Premises within the same state, BellSouth shall notify Level 3 and inform Level 3 of the timeframe under which it can respond.

3. Collocation Options

- 3.1 Cageless. BellSouth shall allow Level 3 to collocate Level 3's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow Level 3 to have direct access to Level 3's equipment and facilities in accordance with Section 5.9. BellSouth shall make cageless collocation available in single bay increments. Except where Level 3's equipment requires special technical considerations (e.g., special cable racking or isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, Level 3 must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment.
- 3.2 Caged. At Level 3's expense, Level 3 will arrange with a Supplier certified by BellSouth (BellSouth Certified Supplier) to construct a collocation arrangement enclosure in accordance with BellSouth's Technical References (TRs) (Specifications) prior to starting equipment installation. BellSouth will provide Specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's enclosure Specifications, Level 3 and Level 3's BellSouth Certified Supplier must comply with the more stringent local building code requirements. Level 3's BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary permits and/or licenses for

such construction. BellSouth shall cooperate with Level 3 and provide, the documentation, including existing building architectural drawings, enclosure drawings, and Specifications required and necessary for Level 3's BellSouth Certified Supplier to obtain the zoning, permits and/or other licenses. Level 3 shall reimburse its BellSouth Certified Supplier or BellSouth, where applicable, the commercially reasonable and demonstrable costs, which include, but are not limited to, copying, printing and administrative costs for producing the documentation in providing such information. Level 3's BellSouth Certified Supplier shall bill Level 3 directly for all work performed for Level 3 pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by Level 3's BellSouth Certified Supplier. Level 3 must provide the local BellSouth Central Office building contact with two Access Keys that will allow entry into the locked enclosure. Except in the case of an emergency, BellSouth will not access Level 3's locked enclosure prior to notifying Level 3 at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the Collocation Space is required. Upon request, BellSouth shall construct the enclosure for Level 3.

- 3.2.1 BellSouth may elect to review Level 3's plans and specifications prior to allowing construction to start, to ensure compliance with BellSouth's Specifications. BellSouth will notify Level 3 of its desire to execute this review in BellSouth's response to the Initial Application, if Level 3 has indicated its desire to construct its own enclosure. If Level 3's Initial Application, as defined in Section 6.2 of this Attachment, does not indicate its desire to construct its own enclosure, and Level 3 subsequently decides to construct its own enclosure, then Level 3 will submit an application modification pursuant to Section 6.10.1 of this Attachment, indicating its desire to construct its own enclosure. If BellSouth elects to review Level 3's plans and specifications, then BellSouth will provide notification within ten (10) calendar days after the Subsequent Application, as defined in Section 6.3 of this Attachment, firm order date. BellSouth shall complete its review within fifteen (15) calendar days after the receipt of Level 3's plans and specifications. Regardless of whether or not BellSouth elects to review Level 3's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction has been completed to ensure that it is constructed according to Level 3's submitted plans and specifications and/or BellSouth's Specifications, as applicable. If BellSouth decides to inspect the constructed Collocation Space, BellSouth will complete its inspection within fifteen (15) calendar days after receipt of written notification of completion of the enclosure from Level 3. When a deviation is detected by BellSouth during a review or an inspection, unless the Parties mutually agree that deviations from Level 3's plans and specifications or BellSouth's specifications are permitted, BellSouth shall require Level 3 to remove or correct within seven (7) calendar days, at Level 3's expense, any structure that does not meet Level 3's plans and specifications or BellSouth's Specifications, if applicable.

- 3.3 Shared Caged Collocation. Level 3 may allow other telecommunications carriers to share Level 3's caged collocation arrangement, pursuant to the terms and conditions

agreed to by Level 3 (Host) and the other telecommunications carriers (Guests) pursuant to this Section, except where the Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option to Level 3. BellSouth shall be notified in writing by Level 3 upon the execution of any agreement between the Host and its Guest(s) within ten (10) calendar days of its execution and prior to the submission of any firm orders ("Firm Order(s)"). Further, such notification shall include the name of the Guest(s), the term of the agreement, and a certification by Level 3 that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and Level 3.

- 3.3.1 Level 3, as the Host, shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest(s), its employees and agents. BellSouth shall provide Level 3 with a proration of the costs of the Collocation Space based on the number of collocators and the space used by each, with a minimum charge of one (1) bay/rack per Host/Guest. In all states other than Florida, and in addition to the above, where Level 3 is the Host, Level 3 shall be the responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placement for the Guest(s). In Florida, the Guest(s) may submit its own initial and additional equipment placement applications using the Host's Access Carrier Name Abbreviation (ACNA). A separate Guest application shall result in the assessment of an Initial Application Fee or a Subsequent Application Fee, as set forth in Exhibit B, which will be billed to the Host on the date that BellSouth provides its written response to the Guest(s) Bona Fide Application (Application Response).
- 3.3.2 Notwithstanding the foregoing, the Guest(s) may submit service orders directly to BellSouth to request the provisioning of interconnecting facilities between BellSouth and the Guest(s), the provisioning of services, and access to unbundled network elements. The bill for these interconnecting facilities, services and access to UNEs will be charged to the Guest(s) pursuant to the applicable Tariff or the Guest's Interconnection Agreement with BellSouth.
- 3.3.3 Level 3 shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of Level 3's Guest(s) in the Collocation Space, except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct and except for claims, action, causes of action, of whatever kind or nature directly arising out of or directly related to the interconnection agreement between BellSouth and the Guest(s) or BellSouth's provision of access to UNEs to the Guest(s) pursuant to the BellSouth and Guest's interconnection agreement directly.
- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit an adjacent collocation arrangement (Adjacent Arrangement) on

Premises' property only when space within the Premises is legitimately exhausted and where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises' property. An Adjacent Arrangement shall be constructed or procured by Level 3 and must be in conformance with BellSouth's design and construction Specifications. Further, Level 3 shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the rates, terms and conditions set forth in this Attachment.

- 3.4.1 If Level 3 requests Adjacent Collocation, pursuant to the conditions stated in 3.4 above, Level 3 must arrange with a BellSouth Certified Supplier to construct the Adjacent Arrangement structure in accordance with BellSouth's Specifications. BellSouth will provide Specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's Specifications, Level 3 and Level 3's BellSouth Certified Supplier must comply with the more stringent local building code requirements. Level 3's BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Level 3's BellSouth Certified Supplier shall bill Level 3 directly for all work performed for Level 3 pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by Level 3's BellSouth Certified Supplier. Level 3 must provide the local BellSouth Central Office building contact with two cards, keys or other access devices used to gain entry into the locked enclosure. Except in the case of an emergency, BellSouth will not access Level 3's locked enclosure prior to notifying Level 3 at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the Collocation Space is required.
- 3.4.2 Level 3 must submit its Adjacent Arrangement construction plans and specifications to BellSouth when it places its Firm Order. BellSouth shall review Level 3's plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure Level 3's compliance with BellSouth's Specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of the plans and specifications from Level 3 for the Adjacent Arrangement. BellSouth may inspect the Adjacent Arrangement during and after construction is completed to ensure that it is constructed according to Level 3's submitted plans and specifications. If BellSouth decides to inspect the completed Adjacent Arrangement, BellSouth will complete its inspection within fifteen (15) calendar days after receipt of written notification of completion of the enclosure from Level 3. When a deviation is detected by BellSouth during a review or an inspection, unless the Parties mutually agree that deviations from Level 3's plans and specifications or BellSouth's specifications are permitted, BellSouth shall require Level 3 to remove or correct within seven (7) calendar days at Level 3's expense, any structure that does not meet its submitted plans and specifications or BellSouth's Specifications, if applicable.
- 3.4.3 Level 3 shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning (HVAC), lighting, and all of the facilities that are

required to connect the structure (i.e., racking, conduits, etc.) to the BellSouth point of demarcation. At Level 3's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities, subject to the same nondiscriminatory requirements as those applicable to any other physical collocation arrangement. In Alabama and Louisiana, BellSouth will provide DC power to Adjacent Collocation sites where technically feasible, as that term has been defined by the FCC subject to individual case basis pricing that shall in all respects conform with Section 251 (c)(6) of the Act. Level 3's BellSouth Certified Supplier shall be responsible, at Level 3's sole expense, for filing and receiving any and all necessary zoning, permits and/or licenses for an Adjacent Arrangement. BellSouth shall allow Shared Caged Collocation within an Adjacent Arrangement, pursuant to the terms and conditions set forth in 3.3 above.

- 3.5 Co-Carrier Cross Connect (CCXC). The primary purpose of collocation is for a telecommunications carrier to interconnect with BellSouth's network or to access BellSouth's UNEs for the provision of telecommunications services. BellSouth will permit Level 3 to interconnect between its virtual or physical collocation arrangements and those of another collocated telecommunications carrier within the same Premises. Both Level 3's agreement and the other collocated telecommunications carrier's agreement must contain rates, terms and conditions for CCXC language. Level 3 is prohibited from using the Collocation Space for the sole or primary purpose of cross connecting to other collocated telecommunications carriers.
- 3.5.1. Level 3 must contract with a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned through facilities owned by Level 3. Such connections to other collocated telecommunications carriers may be made using either optical or electrical facilities. In cases where Level 3's equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Collocation Spaces, Level 3 may use its own technicians to install co-carrier cross connects using either electrical or optical facilities between the equipment of both collocated telecommunications carriers and construct a dedicated cable support structure between the two contiguous cages. Level 3 shall deploy such optical or electrical connections directly between its own facilities and the facilities of another collocated telecommunications carrier without being routed through BellSouth's equipment. Level 3 shall not provision CCXC on any BellSouth distribution frame, POT (Point of Termination) Bay, DSX (Digital System Cross-connect) or LGX (Light Guide Cross-connect). Level 3 is responsible for ensuring the integrity of the signal.
- 3.5.2 Level 3 shall be responsible for providing a letter of authorization (LOA), with the application, to BellSouth from the other collocated telecommunications carrier to which it will be cross-connecting. Level 3-provisioned CCXC shall utilize common cable support structure. There will be a recurring charge per linear foot, per cable, of common cable support structure used. In the case of two contiguous caged

collocation arrangements, Level 3 may use its own technicians to construct the dedicated support structure between the two collocation arrangements.

- 3.5.3 To order CCXCs, Level 3 must submit an Initial Application or Subsequent Application to BellSouth. If no modification to the Collocation Space is requested other than the placement of CCXCs, the Subsequent Application Fee for CCXCs, as defined in Exhibit B, will apply. If modifications, in addition to the placement of CCXCs, are requested, the Initial Application or Subsequent Application Fee will apply. BellSouth will bill this nonrecurring fee on the date that it provides an Application Response to Level 3.

4. **Occupancy**

- 4.1 **Occupancy.** BellSouth will notify Level 3 in writing when the Collocation Space is ready for occupancy (Space Ready Date). Level 3 will schedule and complete an acceptance walkthrough of the Collocation Space with BellSouth within fifteen (15) calendar days of the Space Ready Date. BellSouth, at its own expense, will correct any BellSouth caused deviations from Level 3's original or jointly amended application requirements within seven (7) calendar days after the walkthrough, unless the Parties jointly agree upon a different time frame. Any other additions or changes to the original or jointly amended request will be at Level 3's expense. BellSouth will also establish a new Space Ready Date. Another acceptance walkthrough will then be scheduled and conducted within fifteen (15) calendar days of the new Space Ready Date. This follow-up acceptance walkthrough will be limited to only those items identified in the initial walkthrough. If Level 3 completes its acceptance walkthrough within the fifteen (15) calendar day interval, billing will begin upon the date of Level 3's acceptance of the Collocation Space (Space Acceptance Date). In the event that Level 3 fails to complete an acceptance walkthrough within this fifteen (15) calendar day interval, the Collocation Space shall be deemed accepted by Level 3 on the Space Ready Date and billing will commence from that date. If Level 3 decides to occupy the space prior to the Space Ready Date, the date Level 3 occupies the space becomes the new Space Acceptance Date and billing will begin from that date. Level 3 must notify BellSouth in writing that collocation equipment installation is complete and operational with BellSouth's network. BellSouth may, at its discretion, refuse to accept orders for cross connects until it has received such notice. For the purposes of this paragraph, Level 3's telecommunications equipment will be deemed operational when it has been cross-connected to BellSouth's network for the purpose of provisioning telecommunication services to Level 3's customers.

- 4.2 **Termination of Occupancy.** In addition to any other provisions addressing termination of occupancy in this Agreement, Level 3 may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy. Such termination shall be effective upon BellSouth's acceptance of the Space Relinquishment Form. Billing for monthly recurring charges will cease on the date that Level 3 and BellSouth conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the

date that Level 3 signs off on the Space Relinquishment Form and sends this form to BellSouth, if a subsequent inspection of the terminated space by BellSouth reveals no discrepancies. If the subsequent inspection by BellSouth does reveal discrepancies, billing will cease on the date that BellSouth and Level 3 jointly conduct an inspection, which confirms that Level 3 has corrected all of the noted discrepancies. A Subsequent Application Fee will not apply for the termination of occupancy. BellSouth may terminate Level 3's right to occupy the Collocation Space in the event that Level 3 fails to comply with any material provision directly related to Collocation in this Agreement provided BellSouth gives Level 3 thirty (30) calendar days' prior written notice of the failure to comply and gives Level 3 an opportunity to cure during such period. Notwithstanding the above, any termination for non-payment of applicable fees, shall be in accordance with Attachment 7, Billing.

- 4.2.1 Upon termination of occupancy, Level 3, at its sole expense, shall remove its equipment and any other property from the Collocation Space. Level 3 shall have thirty (30) calendar days from the Bona Fide Firm Order (BFFO) Subsequent Application date (Termination Date) to complete such removal, including the removal of all equipment and facilities of Level 3's Guest(s), unless Level 3's Guest(s) has assumed responsibility for the Collocation Space housing the Guest(s)'s equipment and executed the appropriate documentation required by BellSouth prior to the Level 3 removal date. Level 3 shall continue the payment of all monthly fees to BellSouth until the date that Level 3, and if applicable Level 3's Guest(s), has fully vacated the Collocation Space and the Space Relinquishment Form has been accepted by BellSouth. Should Level 3 or Level 3's Guest(s) fail to vacate the Collocation Space within thirty (30) calendar days from the Termination Date, BellSouth shall have the right to remove the equipment and dispose of the equipment and other property of Level 3 or Level 3's Guest(s), in any manner that BellSouth deems fit, at Level 3's expense and with no liability whatsoever for Level 3's property or Level 3's Guest(s)'s property. Upon termination of Level 3's right to occupy specific Collocation Space, the Collocation Space will revert back to BellSouth's space inventory, and Level 3 shall surrender the Collocation Space to BellSouth in the same condition as when it was first occupied by Level 3, with the exception of ordinary wear and tear, unless otherwise agreed to by the Parties. Level 3's BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's Specifications including, but not limited to, Central Office Record Drawings and ERMA Records. Level 3 shall be responsible for the cost of removing any Level 3 constructed enclosure, together with any supporting structures (e.g., racking, conduits, or power cables), at the termination of occupancy and restoring the grounds to their original condition.

5. Use of Collocation Space

- 5.1 Equipment Type. BellSouth permits the collocation of any equipment necessary for interconnection to BellSouth's network or access to BellSouth's unbundled network elements in the provision of telecommunications services, as the term "necessary" is

defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a Premises must be for interconnection to BellSouth's network or access to BellSouth's unbundled network elements in the provision of telecommunications services.

- 5.1.1 Examples of equipment that would not be considered necessary include, but are not limited to: traditional circuit switching equipment, equipment used exclusively for call related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to permit collocation of any equipment on a nondiscriminatory basis.
- 5.1.2 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in Telcordia Special Report SR-3580, Issue 1. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on Level 3's failure to comply with this Section.
- 5.1.3 Level 3 may submit an application for equipment installation and DSO, DS1, DS3 and optical terminations on the same application. However, Level 3 shall not request more DS0, DS1, DS3 and optical terminations in an Initial Application or a Subsequent Application for a collocation arrangement than the total port or termination capacity of the equipment already physically installed in the arrangement or contained in an application. If full network termination capacity of the equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event Level 3 submits an application for terminations that will exceed the total capacity of the collocated equipment Level 3 will be informed of the discrepancy by BellSouth and required to submit a revision to the application.
- 5.2 Intentionally Left Blank
- 5.3 Level 3 shall not use the Collocation Space for marketing purposes, nor shall it place any identifying signs or markings outside the Collocation Space or on the grounds of the Premises. Provided, however Level 3 shall not be prohibited from identifying to its customers or potential customers a detailed list of those BellSouth Premises in which Level 3 maintains Collocation Space.

- 5.4 Level 3 shall place a plaque or affix other identification (e.g., stenciling) to Level 3's equipment, in order for BellSouth to identify Level 3's equipment, including a list of emergency contacts with telephone numbers.
- 5.5 Entrance Facilities. Level 3 may elect to place Level 3-owned or Level 3-leased fiber entrance facilities into its Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Premises building housing the Collocation Space, such as at an entrance manhole or a cable vault, which are physically accessible by both Parties. Level 3 will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. Level 3 will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced by BellSouth. The fire retardant riser cable will extend from the splice location to Level 3's equipment in the Collocation Space. In the event Level 3 utilizes a non-metallic, riser-type entrance facility, a splice will not be required. Level 3 must contact BellSouth for instructions prior to placing any entrance facility cable in the manhole. Level 3 is responsible for maintenance of the entrance facilities. At Level 3's option, BellSouth will accommodate, where technically feasible, a microwave entrance facility, pursuant to separately negotiated terms and conditions. In the case of adjacent collocation, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point unless BellSouth determines that limited space is available for the placement of entrance facilities.
- 5.5.1 Dual Entrance Facilities. BellSouth will provide at least two interconnection points at each Premise where at least two such interconnection points are available and capacity exists. Upon receipt of a request by Level 3 for dual entrance facilities to its physical Collocation Space, BellSouth shall provide Level 3 with information regarding BellSouth's capacity to accommodate the requested dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose or for utilization within twelve (12) months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to Level 3's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance facilities are not available due to lack of capacity, BellSouth will provide this information to Level 3 in the Application Response.
- 5.5.2 Shared Use. Level 3 may utilize spare capacity on an existing interconnector's entrance facility for the purpose of providing an entrance facility to Level 3's collocation arrangement within the same Premises. BellSouth shall allow the splice, as long as the fiber is non-working fiber. Level 3 must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from the other telecommunications carrier for BellSouth to perform the splice of the Level 3 provided riser cable to the spare capacity on the entrance facility. If Level 3 desires to allow another telecommunications carrier to use its entrance facilities, that telecommunications carrier must arrange with BellSouth in

accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from Level 3 for BellSouth to perform the splice of that telecommunications carrier's provided riser cable to the spare capacity on Level 3's entrance facility.

- 5.6 Demarcation Point. BellSouth will designate the point(s) of demarcation between Level 3's equipment and/or network and BellSouth's network. Each Party will be responsible for the maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame (CDF). Level 3 shall be responsible for providing, and Level 3's BellSouth Certified Supplier shall be responsible for installing and properly labeling/stenciling the common block and any necessary cabling identified in Section 7 of this Attachment. For all other terminations, BellSouth shall designate a demarcation point on a per arrangement basis. Level 3 or its agent must perform all required maintenance to the equipment/facilities on its side of the demarcation point, pursuant to Section 5.7, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. At Level 3's option, a Point of Termination (POT) bay or frame may be placed in the Collocation Space.
- 5.6.1 In Tennessee, BellSouth will designate the point(s) of demarcation between Level 3's equipment and/or network and BellSouth's network. Each Party will be responsible for the maintenance and operation of all equipment/facilities on its side of the demarcation point. For connections to BellSouth's network, the demarcation point shall be a Level 3-provided Point of Termination Bay (POT Bay) in a common area within the Premises. Level 3 shall be responsible for providing, and Level 3's BellSouth Certified Supplier shall be responsible for installing and properly labeling/stenciling the POT Bay, as well as installing the necessary cabling between Level 3's Collocation Space and the demarcation point. Level 3 or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.7, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. BellSouth will negotiate alternative rates, terms and conditions related to the demarcation point in Tennessee, in the event that Level 3 desires to avoid the use of an intermediary device as contemplated by the Tennessee Regulatory Authority.
- 5.7 Level 3's Equipment and Facilities. Level 3, or if required by this Attachment, Level 3's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by Level 3 which must be performed in compliance with all applicable BellSouth Specifications. Such equipment and facilities may include, but are not limited to, cable(s), equipment, and point of termination connections. Level 3 and its selected BellSouth Certified Supplier must follow and comply with all of the reasonable and nondiscriminatory requirements, outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.

- 5.8 BellSouth's Access to Collocation Space. From time to time, BellSouth may require access to the Collocation Space. BellSouth retains the right to access Level 3's space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cabling). BellSouth will give notice to Level 3 at least forty-eight (48) hours before access to the Collocation Space is required. Level 3 may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that Level 3 will not bear any of the expense associated with this type of work.
- 5.9 Access. Pursuant to Section 12, Level 3 shall have access to its Collocation Space twenty-four (24) hours a day, seven (7) days a week. Level 3 agrees to provide the name and social security number, date of birth, or driver's license number of each employee, supplier, or agent of Level 3 or Level 3's Guests that will be provided with access keys or cards (Access Keys) prior to the issuance of said Access Keys, using form RF-2906-C, the "CLEC and CLEC Certified Supplier Access Request and Acknowledgement" form. All information contained on this form including, but not limited to, personal information regarding the employee or agent shall be deemed strictly confidential regardless of whether it is marked as such, and shall be held and protected in accordance with the Confidentiality provisions set forth in Section 10 of the General Terms and Conditions of this Agreement. Key acknowledgement forms, the "Collocation Acknowledgement Sheet" for access cards and the "Key Acknowledgement Form" for keys must be signed by Level 3 and returned to BellSouth Access Management within fifteen (15) calendar days of Level 3's receipt. Failure to return these properly acknowledged forms will result in the holding of subsequent access key or card requests until the proper acknowledgement documents have been received by BellSouth and reflect current information. Access Keys may not be duplicated under any circumstances. Level 3 agrees to be responsible for all Access Keys and for the return of all Access Keys in the possession of Level 3's employees, suppliers, Guests, or agents after termination of the employment relationship, the contractual obligation with Level 3 ends, upon the termination of this Attachment, or upon the termination of occupancy of an individual collocation arrangement.
- 5.9.1 BellSouth will permit one accompanied site visit to Level 3's designated collocation arrangement location, after receipt of the BFFO without charge to Level 3. Level 3 must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the Premises within a minimum of thirty (30) calendar days prior to the date Level 3 desires access to the Collocation Space. All information contained on this form including, but not limited to, personal information regarding the employee or agent shall be deemed strictly confidential regardless of whether it is marked as such, and shall be held and protected in accordance with the Confidentiality provisions set forth in Section 10 of the General Terms and Conditions of this Agreement. In order to permit reasonable access during construction of the Collocation Space, Level 3 may submit a request for its one accompanied site visit to its designated collocation arrangement location at any time

subsequent to BellSouth's receipt of the BFFO. In the event Level 3 desires access to the Collocation Space after submitting such a request, but prior to the approval of its access request, in addition to the first accompanied free visit, BellSouth shall permit Level 3 to access the Collocation Space accompanied by a security escort, at Level 3's expense. Level 3 must request escorted access to its designated collocation arrangement location at least three (3) business days prior to the date such access is desired.

- 5.10 Lost or Stolen Access Keys. Level 3 shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. If it becomes necessary for BellSouth to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), Level 3 shall pay for all costs of re-keying or deactivating the card as set forth in Exhibit B of this Attachment.
- 5.11 Interference or Impairment. Notwithstanding any other provisions of this Attachment, Level 3 shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications services; 2) endangers or damages the equipment, facilities or any other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of Level 3 violates the provisions of this paragraph, BellSouth shall provide written notice to Level 3, which shall direct Level 3 to cure the violation within forty-eight (48) hours of Level 3's actual receipt of written notice or, at a minimum, to commence curative measures within twenty-four (24) hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to conduct an inspection of the arrangement.
- 5.11.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if Level 3 fails to take curative action within forty-eight (48) hours or if the violation is of a character that poses an immediate and substantial threat of damage to property or injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event, BellSouth may take such action as it deems appropriate to correct the violation, including, without limitation, the interruption of electrical power to Level 3's equipment. BellSouth will endeavor, but is not required, to provide notice to Level 3 prior to the taking of such action and BellSouth shall have no liability to Level 3 for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct or gross negligence.
- 5.11.2 For purposes of this Section, the term "significantly degrades" shall be defined as an action that noticeably impairs a service from a user's perspective. In the case of the

deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and Level 3 fails to take curative action within forty-eight (48) hours, then BellSouth will establish before the Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to Level 3 or, if subsequently necessary, the Commission must be supported by BellSouth with specific and verifiable information. When BellSouth so demonstrates, Level 3 shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that it is acceptable for deployment under Section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology

5.12 Personalty and its Removal. Facilities and equipment placed by Level 3 in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by Level 3 at any time. Any damage caused to the Collocation Space by Level 3's employees, suppliers, agents or representatives during the removal of such property shall be promptly repaired by Level 3 at its sole expense. If Level 3 decides to remove equipment from its Collocation Space and the removal requires no physical change, BellSouth will bill Level 3 a Supplemental Application Fee (Administrative Only Application Fee) as set forth in Exhibit B. This non-recurring fee will be billed on the date that BellSouth provides an Application Response.

5.13 Alterations. Under no condition shall Level 3 or any person acting on behalf of Level 3 make any rearrangement, modification, augment, improvement, addition, and/or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the Premises, hereinafter referred to individually or collectively as "Augments", without the express written consent of BellSouth, which shall not be unreasonably withheld. The cost of any such Augment shall be paid by Level 3. Any such Augment shall require an application and will result in the assessment of an application fee, which will be billed by BellSouth on the date that BellSouth provides Level 3 with an Application Response.

5.14 Janitorial Service. Level 3 shall be responsible for the general upkeep of its Collocation Space. Level 3 shall arrange directly with a BellSouth Certified Supplier for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such suppliers on a site-specific basis, upon request.

6. Ordering and Preparation of Collocation Space

6.1 If any state or federal regulatory agency imposes procedures or intervals applicable to Level 3 and BellSouth that are different from the procedures or intervals set forth in this Section, whether now in effect or that become effective after execution of this

Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications that are submitted for the first time after the effective date thereof.

- 6.2 Initial Application. For Level 3 or Level 3's Guest(s) initial equipment placement, Level 3 shall submit to BellSouth a Physical Expanded Interconnection Application Document (Initial Application). The Initial Application is considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the application are completed with the appropriate type of information. An application fee will apply to each application submitted by Level 3, which will be billed by BellSouth on the date that BellSouth provides Level 3 with an Application Response.
- 6.3 Subsequent Application. In the event Level 3 or Level 3's Guest(s) desires to modify the use of the Collocation Space after a BFFO, Level 3 shall complete an application that contains all of the detailed information associated with an Augment to the Collocation Space, as defined in Section 5.13 of this Attachment (Subsequent Application). The Subsequent Application is considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the Subsequent Application are completed with the appropriate type of information associated with the Augment. BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by Level 3 in the application. Such modifications to the Premises may include, but are not limited to: floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.
- 6.3.1 Subsequent Application Fee. The application fee paid by Level 3 for its request for an Augment shall be dependent upon the level of assessment needed for the Augment requested. Where the Subsequent Application does not require assessment for provisioning or construction work but requires administrative costs by BellSouth, a Subsequent Application Fee (Administrative Only Application Fee) will be required as set forth in Exhibit B. This Administrative Only Application Fee will be applicable in instances such as Transfer of Ownership of the Collocation Space, Removal of Equipment from the Collocation Space, modification to an application prior to BFFO and V-to-P Conversion (In Place). The fee for a Subsequent Application where the Augment requested has limited effect (e.g., requires limited assessment but no capital expenditure by BellSouth as sufficient cable support structure, HVAC, power and terminations are available) shall be the Subsequent Application Fee as set forth in Exhibit B. If the modification requires capital expenditure, an Initial Application Fee shall apply. This nonrecurring fee will be billed on the date that BellSouth provides Level 3 with an Application Response.
- 6.4 Space Preferences. If Level 3 has previously requested and received a Space Availability Report for the Premises, Level 3 may submit up to three (3) space preferences on its application by identifying the specific space identification numbers referenced on the Space Availability Report for the space it is requesting. In the event

BellSouth cannot accommodate the Level 3's preference(s), Level 3 may accept the space allocated by BellSouth or cancel its application and submit another application requesting additional space preferences for the same central office. This application will be treated as a new application and an application fee will apply. The application fee will be billed by BellSouth on the date that BellSouth provides Level 3 with an Application Response.

6.5 Space Availability Notification.

6.5.1 Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a requested Premises. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify Level 3 of the amount of space that is available and no application fee will apply. When BellSouth's response includes an amount of space less than that requested by Level 3 or space that is configured differently, no application fee will apply. If Level 3 decides to accept the available space, Level 3 must resubmit its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO. When Level 3 resubmits its application, BellSouth will bill Level 3 the appropriate application fee.

6.5.2 BellSouth will respond to a Florida or Tennessee application within fifteen (15) calendar days as to whether space is available or not available within a Premises. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide. If a lesser amount of space than requested is available, BellSouth will provide an Application Response for the amount of space that is available and bill Level 3 an appropriate application fee on the date that BellSouth provides the Application Response. When BellSouth's Application Response includes an amount of space less than that requested by Level 3 or space that is configured differently, if Level 3 decides to accept the available space, Level 3 must amend its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO.

6.5.3 Denial of Application. If BellSouth notifies Level 3 that no space is available (Denial of Application), BellSouth will not assess an application fee to Level 3. After notifying Level 3 that BellSouth has no available space in the requested Premises, BellSouth will allow Level 3, upon request, to tour the entire Premises within ten (10) calendar days of such Denial of Application. In order to schedule this tour within ten (10) calendar days, the request for the tour of the Premises must be received by BellSouth within five (5) calendar days of the Denial of Application.

6.6 Filing of Petition for Waiver. Upon Denial of Application, BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such

information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit Level 3 to inspect any floor plans or diagrams that BellSouth provides to the Commission.

- 6.7 Waiting List. On a first-come, first-served basis, governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate in that Premises. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available, according to the position of the telecommunications carriers on said waiting list.
- 6.7.1 In Florida, on a first-come, first-served basis, governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate in that Premises. Sixty (60) calendar days prior to space becoming available, if known, BellSouth will notify the Commission and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of each telecommunications carrier on said waiting list. If BellSouth does not know sixty (60) calendar days in advance of when space will become available, BellSouth will notify the Commission and the telecommunications carriers on the waiting list within two (2) business days of the determination that space is available. A telecommunications carrier that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.
- 6.7.2 When space becomes available, Level 3 must submit an updated, complete, and correct application to BellSouth within thirty (30) calendar days of notification by BellSouth that space will be available in the Premises previously out of space. If Level 3 has originally requested caged Collocation Space and cageless Collocation Space becomes available, Level 3 may refuse such space and notify BellSouth in writing within the thirty (30) day timeframe that Level 3 wants to maintain its place on the waiting list, without accepting the available cageless Collocation Space. Level 3 may accept an amount of space less than its originally requested space by submitting an application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If Level 3 does not submit an application or notify BellSouth in writing as described above, BellSouth will offer the space to the next telecommunications carrier on the waiting list and remove Level 3 from the waiting list. Upon request, BellSouth will advise Level 3 as to its position on the waiting list.
- 6.8 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Premises that are without available space. BellSouth shall update such document within ten (10) calendar days of the

date that BellSouth becomes aware that insufficient space is available to accommodate physical collocation. BellSouth will also post a document on its Interconnection Services website that contains a general notice when space has become available in a Premises previously on the space exhaust list.

6.9 Application Response.

6.9.1 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, when space has been determined to be available for caged or cageless arrangements, BellSouth will provide an Application Response within twenty (20) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and any other applicable space preparation fees, as described in Section 8.

6.9.2 In Florida and Tennessee, within fifteen (15) calendar days of receipt of a Bona Fide application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide an Application Response including sufficient information to enable Level 3 to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8. When Level 3 submits ten (10) or more applications within ten (10) calendar days, the initial fifteen (15) calendar day response interval will increase by ten (10) calendar days for every additional ten (10) applications or fraction thereof.

6.10 Application Modifications.

6.10.1 Level 3 may make an application modification or revision to (1) modifications to Customer Information, (2) Contact Information or, (3) Billing Contact Information, prior to a BFFO. However, any other modifications or revisions made prior to a BFFO will be treated as a revised application and handled as a revised application with respect to the response and provisioning intervals. BellSouth will charge Level 3 the appropriate application fee associated with the level of assessment performed by BellSouth. If the modification requires no labor or capital expenditure by BellSouth, but BellSouth must perform an assessment of the application to evaluate whether or not BellSouth would be required to perform necessary infrastructure or provisioning activities, then an Administrative Only Application Fee shall apply. The fee for an application modification where the modification requested has limited effect (e.g., requires labor expenditure but no capital expenditure by BellSouth and where sufficient cable support structure, HVAC, power and terminations are available) shall be the Subsequent Application Fee as set forth in Exhibit B. A modification involving a capital expenditure by BellSouth shall require Level 3 to submit the application with an Initial Application Fee. This nonrecurring fee will be billed by BellSouth on the date that BellSouth provides Level 3 with an Application Response.

6.11 Bona Fide Firm Order.

6.11.1 Level 3 shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Bona Fide Firm Order (BFFO) to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to Level 3's Bona Fide Application or Level 3's application will expire.

6.11.2 BellSouth will establish a Firm Order date based upon the date BellSouth is in receipt of Level 3's BFFO. BellSouth will acknowledge the receipt of Level 3's BFFO within seven (7) calendar days of receipt, so that Level 3 will have positive confirmation that its BFFO has been received. BellSouth's response to a BFFO will include a Firm Order Confirmation, which contains the Firm Order date. No revisions can be made to a BFFO.

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals.

7.1.1 In Florida and Tennessee, BellSouth will complete construction for collocation arrangements as soon as possible within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. For Augments requested to the Collocation Space after initial space completion, BellSouth will complete construction for collocation arrangements as soon as possible within a maximum of forty-five (45) calendar days from receipt of a BFFO or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant timeframe and BellSouth and Level 3 cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the BFFO for an initial request, and within thirty (30) calendar days of receipt of the BFFO for an Augment, BellSouth may seek an extension from the Commission.

7.1.2 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, BellSouth will complete construction for caged collocation arrangements under ordinary conditions as soon as possible within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible within a maximum of sixty (60) calendar days from receipt of a BFFO and ninety (90) calendar days from receipt of a BFFO for extraordinary conditions, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required such as, but not limited to, HVAC, cabling and the power plant. Extraordinary conditions shall include, but not be limited to, major BellSouth equipment rearrangements or additions; power plant additions or upgrades; major mechanical additions or upgrades; a major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are

extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

7.1.3 When Level 3 adds equipment within initial demand parameters that requires no additional space preparation work on the part of BellSouth, then no additional charges or additional intervals will be imposed by BellSouth that would delay Level 3's operation.

7.1.4 In the states of Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, BellSouth will provide the reduced intervals outlined below to Level 3, when Level 3 requests an Augment after the Space Ready Date for existing physical collocation space. In such instances, Level 3 must provide an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for Level 3's point of termination.

7.1.4.1 Simple Augments will be completed within twenty (20) calendar days after receipt of the BFFO for an:

- Extension of Existing AC Circuit Capacity within Arrangement Where Sufficient Circuit Capacity is Available
- Fuse Change and/or Increase or Decrease -48V DC Power from Existing ILEC BDFB

7.1.4.2 Minor Augments will be completed within forty-five (45) calendar days after receipt of the BFFO for:

- 168 DS1s Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- 96 DS3s Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- 99 Fiber Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- Maximum of 2000 Service Ready DS0 Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)

7.1.4.3 Intermediate Augments will be completed within sixty (60) calendar days after receipt of the BFFO for:

- 168 DS1s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
- 96 DS3s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
- 99 Fiber Terminations (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)

- 2000 DS0s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
- Install Cable Racking or Other Support Structures as Required to Support Co-Carrier Cross Connects (Adequate Floor or Ceiling Structural Capacity Exists and Support/Protection Structure for Fiber Patch Cord is Excluded)

- 7.1.4.4 Major Augments – Physical Collocation will be completed within ninety (90) calendar days after BFFO and includes all requests for additional physical collocation space (caged or cageless).
- 7.1.4.5 Major Augments – Virtual Collocation will be completed within seventy-five (75) calendar days after BFFO and includes all requests for additional virtual collocation space.
- 7.1.4.6 If Level 3 submits an augment application request that includes two augment items from the same category in Sections 7.1.4.1, 7.1.4.2, and 7.1.4.3 above, the augment interval associated with the next highest augment category will apply (e.g., if two items from the minor augment category are requested on the same request, then an interval of sixty (60) calendar days from the receipt of the BFFO would apply, which is the interval associated with the intermediate category).
- 7.1.4.7 If Level 3 submits an augment application request that includes three augment items from the same category in Sections 7.1.4.1, 7.1.4.2, and 7.1.4.3 above, the major augment interval of ninety (90) calendar days from the receipt of the BFFO would apply (e.g., if three items from the simple augment category are requested on the same request for a physical collocation arrangement, then an interval of ninety (90) calendar days from the receipt of the BFFO would apply, which is the major physical augment interval; likewise if three items from the simple augment category are requested on the same request for a virtual collocation arrangement, then an interval of seventy-five (75) calendar days from the receipt of the BFFO would apply, which is the major virtual augment interval;).
- 7.1.4.8 If Level 3 submits an augment application request that includes one augment item from two separate categories in Sections 7.1.4.1, 7.1.4.2 and 7.1.4.3 above, the augment interval associated with the highest augment category will apply (e.g., if an item from the minor augment category and an item from the intermediate augment category are requested on the same request, then an interval of sixty (60) calendar days from the receipt of the BFFO would apply, which is the interval associated with the intermediate augment category).
- 7.1.4.9 All Augments not expressly included in the Simple, Minor, Intermediate or Major categories as outlined above will be placed into the appropriate category as negotiated by Level 3 and BellSouth. If Level 3 and BellSouth are unable to determine the appropriate category through negotiation, then the appropriate major augment category identified in Sections 7.1.4.4 and 7.1.4.5 would apply based on whether the augment request is for Level 3's physical or virtual collocation arrangement.

- 7.1.4.10 Individual application fees associated with simple, minor and intermediate augment applications are contained in Exhibit B. The appropriate application fee will be assessed to Level 3 at the time BellSouth provides Level 3 with the Application Response. Level 3 will be assessed a Subsequent Application Fee for all Major Augment applications (Major Augments are defined above in Sections 7.1.4.4 and 7.1.4.5). The Subsequent Application Fee is also reflected in Exhibit B of this Attachment.
- 7.2 Joint Planning. Joint planning between BellSouth and Level 3 will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a BFFO. BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide application and affirmed in the BFFO. The Collocation Space completion interval will be provided to Level 3 during the joint planning meeting.
- 7.3 Permits. Each Party or its agent(s) will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agent(s) within ten (10) calendar days of the completion of the finalized construction design and specifications.
- 7.4 Acceptance Walkthrough. Level 3 will schedule and complete an acceptance walkthrough of each Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notification to Level 3 that the Collocation Space is ready for occupancy. In the event Level 3 fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by Level 3 on the Space Ready Date. BellSouth will correct any deviations to Level 3's original or jointly amended design and/or specification requirements within seven (7) calendar days after the walkthrough, unless the Parties jointly agree upon a different timeframe.
- 7.5 Circuit Facility Assignments (CFAs). Unless otherwise specified, BellSouth will provide CFAs to Level 3 prior to the applicable provisioning interval set forth herein (Provisioning Interval) for those Premises in which Level 3 has a physical collocation arrangement with no POT bay or with a POT bay provided by BellSouth. BellSouth cannot provide CFAs to Level 3 prior to the Provisioning Interval for those Premises in which Level 3 has a physical collocation arrangement with a POT bay provided by Level 3 or a virtual collocation arrangement, until Level 3 provides BellSouth with the following information:
- 7.5.1 For a physical collocation arrangement with a Level 3-provided POT bay - a complete layout of the POT panels (equipment inventory update (EIU) form) showing locations, speeds, etc.
- 7.5.2 For a virtual collocation arrangement - a complete layout of Level 3's equipment (equipment inventory update (EIU) form), including the locations of the low speed

ports and the specific frame terminations to which the equipment will be wired by Level 3's BellSouth Certified Supplier.

- 7.5.3 BellSouth cannot begin work on the CFAs until the complete and accurate EIU form is received from Level 3. If the EIU form is provided ten (10) calendar days prior to the ending date of the Provisioning Interval, then CFAs will be made available by the ending date of the Provisioning Interval. If the EIU form is not received ten (10) calendar days prior to the ending date of the Provisioning Interval, then the CFAs will be provided within ten (10) calendar days of receipt of the EIU form.
- 7.5.4 BellSouth will bill Level 3 a nonrecurring charge, as set forth in Exhibit B, each time Level 3 requests a resend of its CFAs for any reason other than a BellSouth error in the CFAs initially provided to Level 3.
- 7.6 Use of BellSouth Certified Supplier. Level 3 shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. Level 3 and Level 3's BellSouth Certified Supplier must follow and comply with all of the reasonable and nondiscriminatory requirements, outlined in BellSouth TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, Level 3 must select separate BellSouth Certified Suppliers for those work activities associated with transmission equipment, switching equipment and power equipment. BellSouth shall provide Level 3 with a list of BellSouth Certified Suppliers, upon request. The BellSouth Certified Supplier(s) shall be responsible for installing Level 3's equipment and associated components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and Level 3 upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill Level 3 directly for all work performed for Level 3 pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by Level 3's BellSouth Certified Supplier. BellSouth shall make available its supplier certification program to Level 3 or any supplier proposed by Level 3 and will not unreasonably withhold certification. All work performed by or for Level 3 shall conform to generally accepted industry standards.
- 7.7 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. Level 3 shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service Level 3's Collocation Space. Upon request, BellSouth will provide Level 3 with an applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by Level 3. Both Parties shall use best efforts to notify the other of any verified environmental condition known to that Party.
- 7.8 Virtual to Physical Collocation Relocation. In the event physical Collocation Space was previously denied at a location due to technical reasons or space limitations and physical Collocation Space has subsequently become available, Level 3 may relocate its existing virtual collocation arrangement(s) to a physical collocation arrangement(s)

and pay the appropriate fees associated with physical collocation and the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as outlined in the appropriate BellSouth Tariffs. In the event BellSouth knows when additional space for physical collocation may become available at the location requested by Level 3, such information will be provided to Level 3 in BellSouth's written denial of physical collocation space. To the extent that (i) physical Collocation Space becomes available to Level 3 within one hundred eighty (180) calendar days of BellSouth's written denial of Level 3's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) Level 3 was not informed in the written denial that physical Collocation Space would become available within such one hundred eighty (180) calendar days, then Level 3 may relocate its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. Level 3 must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.

- 7.8.1 In Alabama, BellSouth will complete a relocation from virtual collocation to cageless physical collocation within sixty (60) calendar days and from virtual collocation to caged physical collocation within ninety (90) calendar days.
- 7.9 Virtual to Physical Conversion (In-Place). Virtual collocation arrangements may be converted to "in-place" physical arrangements if the potential conversion meets the following four criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; 3) the converted arrangement does not limit BellSouth's ability to secure its own equipment and facilities due to the location of the virtual collocation arrangement; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. Unless otherwise specified, BellSouth will complete virtual to in-place physical collocation conversions within sixty (60) calendar days from receipt of the BFFO. BellSouth will bill Level 3 an Administrative Only Application Fee as set forth in Exhibit B on the date that BellSouth provides an Application Response to Level 3.
- 7.9.1 In Alabama and Tennessee, BellSouth will complete Virtual to Physical Conversions (In Place) within thirty (30) calendar days from receipt of the BFFO.
- 7.10 Cancellation. If at any time prior to space acceptance, Level 3 cancels its order for the Collocation Space(s) (Cancellation), BellSouth will bill the applicable nonrecurring rate(s) for any and all work processes for which work has begun or been completed. In Georgia, if Level 3 cancels its order for Collocation Space at any time prior to space acceptance, BellSouth will bill Level 3 for all costs incurred prior to the date of

Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the order not been cancelled.

- 7.11 Licenses. Level 3, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to build-out, equip and/or occupy the Collocation Space.
- 7.12 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.
- 7.13 Basic Telephone Service. Upon request of Level 3, BellSouth will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.

8. Rates and Charges

- 8.1 Application Fee. BellSouth shall assess an application fee via a service order, which shall be issued at the time BellSouth responds that space is available pursuant to Section 6.10 (Application Response). BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response to Level 3.
- 8.1.1 In Tennessee the applicable application fee is the planning fee for both Initial Applications and Subsequent Applications placed by Level 3. BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response to Level 3.
- 8.2 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed. This nonrecurring fee will be billed by BellSouth upon receipt of Level 3's BFFO.
- 8.3 Recurring Charges. If Level 3 has met the applicable fifteen (15) calendar day walkthrough interval(s) specified in Section 4, billing for recurring charges will begin upon the Space Acceptance Date. In the event that Level 3 fails to complete an acceptance walkthrough within the applicable fifteen (15) calendar day interval(s), billing for recurring charges will commence on the Space Ready Date. If Level 3 occupies the space prior to the Space Ready Date, the date Level 3 occupies the space becomes the new Space Acceptance Date and billing for recurring charges begin on that date.
- 8.4 Space Preparation. Space preparation fees consist of a nonrecurring charge for Firm Order processing and monthly recurring charges for central office modifications assessed per arrangement, per square foot and common systems modifications assessed per arrangement, per square foot for cageless collocation and per cage for caged collocation. Level 3 shall remit payment of the nonrecurring Firm Order processing fee coincident with submission of a BFFO. The charges recover the costs

associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event Level 3 opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to Level 3 as prescribed in this Section.

- 8.5 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not include any power-related costs incurred by BellSouth. When the Collocation Space is enclosed, Level 3 shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, Level 3 shall pay floor space charges based upon the following floor space calculation: $[(\text{depth of the equipment lineup in which the rack is placed}) + (0.5 \times \text{maintenance aisle depth}) + (0.5 \times \text{wiring aisle depth})] \times (\text{width of rack and spacers})$. For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event Level 3's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, Level 3 shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.
- 8.6 Power. BellSouth shall make available -48 Volt (-48V) Direct Current (DC) power for Level 3's Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay (BDFB) at Level 3's option within the Premises. Recurring charges for DC Power will be monthly billed on a per fused amp basis. BellSouth will revise recurring power charges to reflect a power upgrade upon notification of the completion of the upgrade by Level 3's BellSouth Certified Vendor. BellSouth will revise recurring power charges to reflect a power reduction upon BellSouth's receipt of the Power Reduction Form from Level 3 certifying the completion of the power reduction, including the removal of the power cabling by Level 3's BellSouth Certified Supplier.
- 8.6.1 When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by Level 3's BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized), and installed by Level 3's BellSouth Certified Supplier. Level 3 is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB or BellSouth power board to Level 3's equipment. The determination of the BellSouth BDFB or BellSouth power board as the power source will be made at BellSouth's sole, but reasonable, discretion. The BellSouth Certified Supplier contracted by Level 3 must provide BellSouth with a copy of the engineering power specifications prior to the day on which Level 3's equipment becomes operational (Commencement Date). BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or BellSouth power board and Level 3's arrangement area. Level 3 shall contract with a

BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within Level 3's arrangement, power cable feeds, and terminations of cable. Any terminations at a BellSouth power board must be performed by a BellSouth Certified Supplier. Level 3 shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia and ANSI Standards regarding power cabling, installation, and maintenance.

- 8.6.2 If Level 3 elects to install its own DC Power Plant, BellSouth shall provide Alternating Current (AC) power to feed Level 3's DC Power Plant. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by Level 3's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. Level 3's BellSouth Certified Supplier must also provide a copy of the engineering power specifications prior to the Commencement Date. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit B. AC power voltage and phase ratings shall be determined on a per location basis. At Level 3's option, Level 3 may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 8.6.3 In Tennessee, recurring charges for -48V DC power consumption will be assessed per ampere per month based upon the engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable racks to Level 3's equipment or space enclosure. Level 3 shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within Level 3's arrangement and terminations of cable within the Collocation Space.
- 8.6.3.1 In Tennessee, nonrecurring charges for -48V DC power distribution will be based on the common power feeder cable support structure between the BellSouth BDFB and Level 3's arrangement area.
- 8.6.4 In Alabama and Louisiana, Level 3 has the option to purchase power directly from an electric utility company. Under such an option, Level 3 is responsible for contracting with the electric utility company for its own power feed and meter, and is financially responsible for purchasing all equipment necessary to accomplish the arrangement, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and cabling. The actual work to install this arrangement must be performed by a BellSouth Certified Supplier hired by Level 3. Level 3's BellSouth Certified Supplier must comply with all applicable safety codes, including the National Electric Safety Codes, in installing this power arrangement. If Level 3 previously had power supplied by BellSouth, Level 3 may request to change its arrangement to obtain power from an electric utility company by submitting a Subsequent Application. BellSouth will waive any application fee for this subsequent application if no other change was

requested therein. Any floor space, cable racking, etc. utilized by Level 3 in provisioning said power will be billed on an ICB basis.

- 8.6.5 In South Carolina, Level 3 has the option to purchase power directly from an electric utility company where technically feasible and where space is available in a requested Premises. Under such an option, Level 3 is responsible for contracting with the electric utility company for its own power feed and meter, and is financially responsible for purchasing all equipment necessary to accomplish the arrangement, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and power cabling. The actual work to install this arrangement must be performed by a BellSouth Certified Supplier hired by Level 3. Level 3's BellSouth Certified Supplier must comply with all applicable national, regional, state and local safety, electrical, fire and building codes, including the National Electric Safety Code standards, in installing this power arrangement, just as BellSouth is required to comply with these codes. Level 3 must submit an application to BellSouth for the appropriate amount of Collocation Space that Level 3 requires to install this type of power arrangement. BellSouth will evaluate the request and determine if the appropriate amount of space is available within the office for the installation of Level 3's power equipment and facilities. This type of power arrangement must be located in an appropriate area in the central office that has been properly conditioned for the installation of power equipment and conforms to the applicable national, regional, state and local safety, electrical, fire and building codes. BellSouth shall waive the application fee or any other nonrecurring charge that would otherwise be due from a CLEC that decides to reconfigure an existing collocation power arrangement so as to purchase power directly from an electric utility company as provided herein. Level 3 shall be responsible for the recurring charges associated with the central office space needed for collocation of this type of power arrangement, including space required to place associated power-related equipment and facilities (i.e., batteries, generator, power meter, etc.). If there is no space available for this type of power arrangement in the requested central office, BellSouth may seek a waiver of these requirements from the Commission for the central office requested. Level 3 would still have the option to order its power needs directly from BellSouth.
- 8.6.6 If Level 3 requests a reduction in the amount of power that BellSouth is currently providing, Level 3 must submit a Subsequent Application. If no modification to the Collocation Space is requested other than the reduction in power, the Subsequent Application Fee for Power Reduction as set forth in Exhibit B will apply. If modifications are requested in addition to the reduction of power, the Subsequent Application Fee will apply. BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response.
- 8.6.7 In Alabama and Louisiana, if Level 3 is currently served from the BellSouth main power board and requests that its power be reconfigured to connect to a BellSouth BDFB, in a specific central office, Level 3 must submit a Subsequent Application. BellSouth will respond to such application within seven (7) calendar days and no application fee will apply.

- 8.7 Security Escort. A security escort will be required whenever Level 3 or its approved agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed pursuant to Section 5 prior to completing BellSouth's Security Training requirements. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit B beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and Level 3 shall pay for such half-hour charges in the event Level 3 fails to show up. The BellSouth Access Customer Advocacy Center (ACAC) emergency access contact numbers will be provided to Level 3 for access related issues.
- 8.8 Cable Record charges. These charges apply for work required to build cable records in BellSouth systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records. These nonrecurring fees will be billed upon receipt of Level 3's BFFO.
- 8.9 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.

9. **Insurance**

- 9.1 Level 3 shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Agreement and having a Best's Insurance Rating of B+.
- 9.2 Level 3 shall maintain the following specific coverage:
- 9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
- 9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 9.3 All policies purchased by Level 3 shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to Premises and shall remain in effect for the term of this Attachment or until all Level 3's property has been removed from BellSouth's Premises, whichever period is longer.

- 9.4 Level 3 shall submit certificates of insurance reflecting the coverage required pursuant to this Section 30 business days prior to the commencement of any initial work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. Level 3 shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from Level 3's insurance company. Level 3 shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
17H53 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375

- 9.5 Level 3 must conform to recommendations made by BellSouth's fire insurance company, if capital expenditures are not required on Level 3's part, to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 9.6 BellSouth shall procure and maintain insurance coverage, or will maintain a program of self insurance, at equivalent or higher levels as those imposed upon Level 3 under this Section.
- 9.7 Notwithstanding self-insured retentions, if Level 3's net worth exceeds five hundred million dollars (\$500,000,000), Level 3 may elect to request self insurance in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2. Level 3 shall provide audited financial statements to BellSouth thirty (30) calendar days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to Level 3 in the event that self insurance status is not granted to Level 3. If BellSouth approves Level 3 for self insurance, Level 3 shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Level 3's corporate officers. The ability to self insure shall continue so long as Level 3 meets all of the requirements of this Section. If Level 3 subsequently no longer satisfies this Section, Level 3 is required to purchase insurance as indicated by Sections 9.2.1 and 9.2.2. 9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.
- 9.8 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

10. **Mechanics Liens**

- 10.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or Level 3), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at

the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

11. Inspections

- 11.1 BellSouth may conduct an inspection of Level 3's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between Level 3's equipment and equipment of BellSouth. BellSouth may conduct an inspection if Level 3 adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Level 3 with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

12. Security and Safety Requirements

- 12.1 Unless otherwise specified, consistent with FCC requirements, Level 3 will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Level 3 employee hired in the past five years being considered for work on the Premises, for the states/counties where the Level 3 employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. Level 3 shall not be required to perform this investigation if an affiliated company of Level 3 has performed an investigation of the Level 3 employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if Level 3 has performed a pre-employment statewide investigation of criminal history records of the Level 3 employee for the states/counties where the Level 3 employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.

- 12.2 Level 3 will be required to administer to its personnel assigned to the Premises security training provided on the BellSouth website, and as outlined in the CLEC Security Training documents.

- 12.3 Level 3 shall provide its employees and agents with picture identification, which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo identification card shall bear, at a minimum, the employee's name and photo, and the Level 3 employee will also have other photo identification identifying employment with Level 3. BellSouth reserves the right to

remove from its Premises any employee of Level 3 not possessing identification issued by Level 3 or who has violated any of BellSouth's policies as outlined in the CLEC Security Training documents Level 3 shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Premises. Level 3 shall be solely responsible for ensuring that any Guest(s) of Level 3 is in compliance with all subsections of this Section.

- 12.4 Level 3 shall not assign to the Premises any personnel with records of felony criminal convictions. Level 3 shall not assign to the Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth on a reasonable and nondiscriminatory basis, reserves the right to refuse building access to any Level 3 personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that Level 3 chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Level 3 may, in the alternative, certify to BellSouth that it shall not assign to the Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
 - 12.4.1 Level 3 shall not knowingly assign to the Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
 - 12.4.2 Level 3 shall not knowingly assign to the Premises any individual who was a former supplier of BellSouth and whose access to a Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each Level 3 employee or agent hired by Level 3 within five years of being considered for work on the Premises, who requires access to a Premises pursuant to this Attachment, Level 3 shall furnish BellSouth, prior to an employee or agent gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certify that the employee completed the security training. If the employee's criminal history includes misdemeanor convictions, Level 3 will disclose the nature of the convictions to BellSouth at that time. In the alternative, Level 3 may certify to BellSouth that it shall not assign to the Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
 - 12.5.1 For all other Level 3 employees requiring access to a Premises pursuant to this Attachment, Level 3 shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.

- 12.6 At BellSouth's request, Level 3 shall promptly remove from Premises any employee of Level 3 BellSouth does not wish to grant access to its Premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of Level 3 is found interfering with the property or personnel of BellSouth or another collocated telecommunications carrier, provided that an investigation shall promptly be commenced by BellSouth.
- 12.7 Security Violations. BellSouth reserves the right to interview Level 3's employees, agents, or suppliers in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another collocated telecommunications carrier's property or personnel, provided that BellSouth shall provide reasonable notice to Level 3's Security representative of such interview. Level 3 and its suppliers shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Level 3's employees, agents, or suppliers. Additionally, BellSouth reserves the right to bill Level 3 for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that Level 3's employees, agents, or suppliers are responsible for the alleged act. BellSouth shall bill Level 3 for BellSouth property, which is stolen or damaged where an investigation determines the culpability of Level 3's employees, agents, or suppliers and where Level 3 agrees, in good faith, with the results of such investigation. Level 3 shall notify BellSouth in writing immediately in the event that Level 3 discovers one of its employees already working on the Premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth's Premises, any employee found to have violated the security and safety requirements of this Section. Level 3 shall hold BellSouth harmless for any damages resulting from such removal of its personnel from Premises.
- 12.8 Use of Supplies. Unauthorized use of equipment, supplies or other property by either Party, whether or not used routinely to provide telephone service will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 12.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

13. Destruction of Collocation Space

- 13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for Level 3's permitted use hereunder, then either Party may elect within ten (10) calendar days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for Level 3's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to Level 3, except for improvements not to the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. Level 3 may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. If Level 3's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Level 3. Where allowed and where practical, Level 3 may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, Level 3 shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for Level 3's permitted use, until such Collocation Space is fully repaired and restored and Level 3's equipment installed therein (but in no event later than thirty (30) calendar days after the Collocation Space is fully repaired and restored). Where Level 3 has placed an Adjacent Arrangement pursuant to Section 3.4, Level 3 shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Adjacent Arrangement.

14 Eminent Domain

- 14.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and Level 3 shall each have the right to terminate this Attachment with respect to such Collocation Space or Adjacent Arrangement and declare the same null

and void, by written notice of such intention to the other Party within ten (10) calendar days after such taking.

15 **Nonexclusivity**

15.1 Level 3 understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and Level 3 agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC (Applicable Laws). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and Level 3 shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. A Hazardous Chemical inventory list is posted on an OSHA Poster and updated annually at each Central Office. This Poster is normally located near the front entrance of the building or in the lounge area. Each Party is required to provide specific notice for known potential Imminent Danger conditions. Level 3 should contact 1-800-743-6737 for any BellSouth MSDS required.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Level 3 to follow when working at a Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and suppliers of BellSouth for environmental protection. Level 3 will require its suppliers, agents and others accessing the Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by Level 3 when operating in the Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the Level 3 space with proper notification. BellSouth reserves the right to stop any Level 3 work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Premises.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the Premises by Level 3 are owned by Level 3. Level 3 will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by Level 3 or different hazardous materials used by Level 3 at Premises. Level 3 must demonstrate adequate emergency response capabilities for its materials used or remaining at the Premises.

1.6.2.1 Spills and Releases. When contamination is discovered at a Premises, either Party discovering the condition must notify the other Party. All Spills or Releases of regulated materials will immediately be reported by Level 3 to BellSouth.

- 1.7 **Coordinated Environmental Plans and Permits.** BellSouth and Level 3 will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and Level 3 will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Level 3 must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.
- 1.8 **Environmental and Safety Indemnification.** BellSouth and Level 3 shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages (including direct and indirect damages and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, suppliers, or employees concerning its operations at the Premises.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

- 2.1 When performing functions that fall under the following Environmental categories on BellSouth's Premises, Level 3 agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. Level 3 further agrees to cooperate with BellSouth to ensure that Level 3's employees, agents, and/or suppliers are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by Level 3, its employees, agents and/or suppliers.
- 2.2 The most current version of the reference documentation must be requested from Level 3's BellSouth Regional Contract Manager (RCM) (f/k/a Account Team Collocation Coordinator – ATCC).

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated	Compliance with all applicable local, state, & federal laws and	Std T&C 450

material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	regulations Pollution liability insurance EVET approval of supplier	Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative)
Emergency response	Hazmat/waste release/spill fire safety emergency	Fact Sheet Series 17000 Building Emergency Operations Plan (EOP) (specific to and located on Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	Std T&C 450 Std T&C 450-B (Contact RCM Representative for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all applicable local, state, & federal laws and regulations Protection of BST employees and equipment	Std T&C 450 29CFR 1910.147 (OSHA Standard) 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local	Procurement Manager (CRES Related Matters)-BST Supply

	regulations All Hazardous Material and Waste Asbestos notification and protection of employees and equipment	Chain Services Fact Sheet Series 17000 GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet 14050 BSP 620-145-011PR Issue A, August 1996 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3 For questions regarding removing or disturbing materials that contain asbestos, call the BellSouth Building Service Center: AL, MS, TN, KY & LA (local area code) 557-6194 FL, GA, NC & SC (local area code) 780-2740

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in Section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a Premises which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.
Version 1Q03: 02/28/03

4. ACRONYMS

RCM – Regional Collocation Manager (f/k/a Account Team Collocation Coordinator)

BST – BellSouth Telecommunications

CRES – Corporate Real Estate and Services (formerly PS&M)

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std T&C - Standard Terms & Conditions

COLLOCATION - South Carolina														Attachment: 4		Exhibit: B	
CATEGORY	RATE ELEMENTS			Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
									First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
		Physical Collocation - Initial Application Fee				CLO	PE1BA		1,883.67								
		Physical Collocation - Subsequent Application Fee				CLO	PE1CA		1,570.10								
		Physical Collocation Administrative Only - Application Fee				CLO	PE1BL		743.66								
		Physical Collocation - Space Preparation - Firm Order Processing				CLO	PE1SJ		602.05								
		Physical Collocation - Space Preparation - C.O. Modification per square ft.				CLO	PE1SK	2.75									
		Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot				CLO	PE1SL	3.24									
		Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage				CLO	PE1SM	110.16									
		Physical Collocation - Cable Installation, Pricing, non-recurring charge, per Entrance Cable				CLO	PE1BD		794.22		22.54						
		Physical Collocation - Floor Space, per sq feet				CLO	PE1PJ	3.96									
		Physical Collocation - Cable Support Structure, per Entrance Cable				CLO	PE1PM	21.33									
		Physical Collocation - Power, -48V DC Power - per Fused Amp				CLO	PE1PL	9.19									
		Physical Collocation - Power Reconfiguration Only, Application Fee		I		CLO	PE1PR		400.33								
		Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp				CLO	PE1FB	5.67									
		Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp				CLO	PE1FD	11.36									
		Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp				CLO	PE1FE	17.03									
		Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp				CLO	PE1FG	39.33									
		Physical Collocation - 2-wire cross-connect, loop, provisioning				UEANL,UEQ, UNLDX, UNCNX, UEA, UCL, UAL, UHL, UDC, UDN, UNCVX	PE1P2	0.0341	12.32	11.83	6.04	5.45					
		Physical Collocation - 4-wire cross-connect, loop, provisioning				UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0682	12.42	11.90	6.40	5.74					
		Physical Collocation - DS1 Cross-Connect for Physical Collocation, provisioning				WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, UEPEX, UEPDX, USL, ULC, U1TD1, UNC1X	PE1P1	1.12	22.08	15.96	6.42	5.80					
		Physical Collocation - DS3 Cross-Connect, provisioning				UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE1P3	14.21	20.94	15.23	7.39	5.93					
		Physical Collocation - 2-Fiber Cross-Connect				CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	2.82	20.94	15.23	7.40	5.93					
		Physical Collocation - 4-Fiber Cross-Connect				ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	5.01	25.61	19.90	9.73	8.26					
		Physical Collocation - Space enclosure, welded wire, first 100 square feet				CLO	PE1BW	219.19									

COLLOCATION - South Carolina

COLLOCATION - South Carolina											Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS Rates (\$)
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	21.50										
	Physical Collocation - Security Access System, Security System, per Central Office			CLO	PE1AX	74.72										
	Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.0601	27.85									
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		7.81									
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.83									
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		13.13									
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.13									
	Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		1,077.57									
	Physical Collocation - CFA Information Resend Request, per premises, per request			CLO	PE1C9		77.71									
	Physical Collocation - Cable Records, per request			CLO	PE1CR		760.98	489.20	133.29							
	Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		327.65		189.54							
	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		4.82		5.91							
	Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		2.26		2.77							
	Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		7.90		9.68							
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		84.68		77.30							
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		16.96	10.75								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		22.10	13.89								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		27.23	17.02								
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		23.00									
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		23.00									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		33.00									
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		37.00									
	Physical Collocation - Virtual to Physical Collocation In-Place/Relocation, space cable facilities assigned to Collocation Space, per 700 cable pairs or fraction thereof			CLO	PE1B7		592.00									
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect Fiber Cable Support Structure, per linear ft.			CLO	PE1ES	0.001										
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per lin. ft.			CLO	PE1DS	0.0016										
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		584.42									
	Physical Collocation - Copper Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EA		1,136.597	42.808								

COLLOCATION - South Carolina

COLLOCATION - South Carolina											Attachment: 4		Exhibit: B				
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - Copper Entrance Cable Installation, per 100 Pairs			CLO	PE1EB		18.14									
		Physical Collocation - Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC		940.686	42.808								
		Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.256									
		Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS		594.27		1.21							
		Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM		833.26		1.21							
		Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1K1		1,058.00		1.21							
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Fiber Cable Support Structure, per cable	I		CLO	PE1DU		536.56									
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per cable	I		CLO	PE1DV		536.56									
ADJACENT COLLOCATION																	
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0939										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	6.40										
		Adjacent Collocation - 2-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1P2	0.0264	12.32	11.83	6.04	5.45						
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1P4	0.0527	12.42	11.90	6.40	5.74						
		Adjacent Collocation - DS1 Cross-Connects			UEA,UHL,UDL,UCL	PE1P1	1.03	22.08	15.96	6.42	5.80						
		Adjacent Collocation - DS3 Cross-Connects			UEA,UHL,UDL,UCL	PE1P3	14.00	20.94	15.23	7.39	5.93						
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	2.37	20.94	15.23	7.40	5.93						
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	4.53	25.61	19.90	9.73	8.26						
		Adjacent Collocation - Application Fee			CLOAC	PE1JB	1,580.20										
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	6.67										
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	11.36										
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	17.03										
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	39.33										
VIRTUAL COLLOCATION																	
		Virtual Collocation - Application Fee			AMTFS	EAF		1,207.95		0.51							
		Virtual Collocation Administrative Only - Application Fee	I		AMTFS	VE1AF		743.66									
		Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		794.22		22.54							
		Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.95										
		Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	9.19										
		Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	18.66										
		Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,UEAL,UHL,UCL,UEQ,UNCVX,UNCDCX,UNCNCX	UEAC2	0.0317	12.32	11.83	6.04	5.45						
		Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL,UEAL,UDN,UNCVX,UNCDCX	UEAC4	0.0634	12.42	11.90	6.40	5.74						
		Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC2F	2.86	20.94	15.23	7.40	5.93						
		Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC4F	5.71	25.61	19.90	9.73	8.26						
		Virtual collocation - Special Access & UNE,cross-connect per DS1			USL,U/LC,U/LR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, UEPEX, UEPPX	CNC1X	1.12	22.08	15.96	6.42	5.80						

COLLOCATION - South Carolina

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: B				
									Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
									OSS Rates (\$)						
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL,UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	14.21	20.94	16.23	7.39	5.93					
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0.0022									
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0033									
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure,per cable			AMTFS	VE1CC		536.56								
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		536.56								
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		760.98	489.20	133.29						
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		327.65		189.54						
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		4.82		5.91						
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		2.26		2.77						
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		7.90		9.68						
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		84.68		77.30						
	Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX		16.96	10.75							
	Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX		22.10	13.89							
	Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX		27.23	17.02							
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		27.99	10.75							
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		36.56	13.89							
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		45.12	17.02							
	Virtual Collocation - Request Resend of CFA Information, per CLI			AMTFS	VE1QR		77.71								